

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

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

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0A1 / Noyau 0A1**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**THIS REQUIREMENT CONTAINS A SECURITY  
REQUIREMENT.**

<b>Title - Sujet</b> DATABASE STAKEHOLDER INF. MAN. SYS.		
<b>Solicitation No. - N° de l'invitation</b> B8807-110096/A	<b>Date</b> 2012-05-28	
<b>Client Reference No. - N° de référence du client</b> B8807-110096		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZM-381-24442		
<b>File No. - N° de dossier</b> 381zm.B8807-110096	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-07-06</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Aresta(zm div), Arden		<b>Buyer Id - Id de l'acheteur</b> 381zm
<b>Telephone No. - N° de téléphone</b> (819) 956-5633 ( )		<b>FAX No. - N° de FAX</b> (819) 956-5078
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF CITIZENSHIP AND IMMIGRATION JETS 19TH FL. 365 LAURIER AVE W. OTTAWA Ontario K1A1L1 Canada		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Informatics Professional Services Division / Division des  
services professionnels en informatique

11 Laurier St., / 11, rue Laurier


3C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No.B8807-110096/A		Part - Partie 1 of - de 2			
				See Part 2 for Clauses and Conditions		See Part 2 for Clauses and Conditions			
				Voir Partie 2 pour Clauses et Conditions		Voir Partie 2 pour Clauses et Conditions			
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Database Stakeholder Inf. Man. Sys Date: ASAP - March 31st 2012	B8807	B8807	1	SER	\$	XXXXXXXXXXXX	See Herein	

# BID SOLICITATION

## STAKEHOLDER INFORMATION MANAGEMENT SYSTEM

### FOR

## CITIZENSHIP AND IMMIGRATION CANADA

### TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	4
1.1 Introduction	4
1.2 Summary	4
1.3 Communications Notification	5
1.4 Debriefings	5
<b>PART 2 - BIDDER INSTRUCTIONS</b>	6
2.1 Standard Instructions, Clauses and Conditions	6
2.2 Submission of Bids	6
2.3 Enquiries - Bid Solicitation	6
2.4 Applicable Laws	6
2.5 Improvement of Requirement During Solicitation Period	7
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	8
3.1 Bid Preparation Instructions	8
3.2 Section I: Technical Bid	8
3.3 Section II: Financial Bid	9
3.4 Section III: Certifications	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	10
4.1 Evaluation Procedures	10

---

<b>4.2 Technical Evaluation</b>	10
<b>4.3 Financial Evaluation</b>	11
<b>4.4 Basis of Selection</b>	11
<b>PART 5 - CERTIFICATIONS</b>	12
<b>5.1 Certifications Precedent to Contract Award</b>	12
<b>5.2 Federal Contractors Program - Certification</b>	12
<b>5.3 Former Public Servant Certification</b>	13
<b>5.4 Bidder Certifies that the Solution is "Off-the-Shelf"</b>	14
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS</b>	15
<b>6.1 Security Requirement</b>	15
<b>PART 7 - RESULTING CONTRACT CLAUSES</b>	16
<b>7.1 Requirement</b>	16
<b>7.2 Optional Services</b>	16
<b>7.3 Standard Clauses and Conditions</b>	16
<b>7.4 Security Requirement</b>	17
<b>7.5 Contract Period</b>	17
<b>7.6 Authorities</b>	17
<b>7.7 Payment</b>	18
<b>7.8 Invoicing Instructions</b>	19
<b>7.9 Certifications</b>	19
<b>7.10 Applicable Laws</b>	20
<b>7.11 Priority of Documents</b>	20
<b>7.12 Foreign Nationals (Canadian Contractor)</b>	20

<b>7.13 Foreign Nationals (Foreign Contractor)</b>	20
<b>7.14 Insurance Requirements</b>	20
<b>7.15 Limitation of Liability - Information Management/Information Technology</b>	20
<b>7.16 Joint Venture Contractor</b>	22
<b>7.17 Safeguarding Electronic Media</b>	22
<b>7.18 Representations and Warranties</b>	23
<b>7.19 Access to Canada's Property and Facilities</b>	23
<b>7.20 Government Property</b>	23

#### List of Annexes to the Resulting Contract:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Security Requirements Check List
Annex D	PWGSC-TPSGC 1111, Claim For Progress Payment Form
Annex E	Evaluation Criteria

#### Forms:

- Form 1 - Bid Submission Form

# **BID SOLICITATION FOR STAKEHOLDER INFORMATION MANAGEMENT SYSTEM FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION CANADA**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation and resulting contract document is divided into seven parts plus annexes as follows:

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

The annexes include the Statement of Work, the Basis of Payment and any other annexes.

### **1.2 Summary**

- (a) Canada has an initial requirement for a commercially available Stakeholders Management System (the "**Solution**") for approximately 500 Client Users. The required Solution must include any licenses, software maintenance and support, and documentation. Training and professional services must also be provided, if requested. The bid solicitation is intended to result in the award of a contract for 1 year, plus 3 one-year irrevocable options allowing Canada to extend the term of the contract. All parts of the Solution must be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English and French, and operate at all times in accordance with the Statement of Work in the Client's operational environment described in the bid solicitation. The term "**Client User**" refers to the employees of the Government of Canada, the Minister's office and staff, and other individuals authorized by the Client to perform services in relation to the business and affairs of the Client, including contractors or consultants performing work for the Client from time to time. Although Canada may make the Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

- (b) There is a security requirement associated with this requirement. For additional information, consult 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" document on the Departmental Standard Procurement Documents Website;
- (c) The requirement is subject to the provisions of the World Trade Organization *Agreement on Government Procurement* (WTO-AGP), the *North American Free Trade Agreement* (NAFTA), the *Canada-Chile Free Trade Agreement* (CCFTA), and the *Agreement on Internal Trade* (AIT).

### 1.3 Communications 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.

### 1.4 Debriefings

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

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-03-02) 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: one hundred and eighty (180) days

### 2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted.

### 2.3 Enquiries - Bid Solicitation

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

### 2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.
- (b) A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.



Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

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

## 2.5 Improvement of Requirement During Solicitation Period

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (2 hard copies and 1 soft copy on CD or DVD)
- (ii) Section II: Financial Bid (1 hard copies and 1 soft copies on CD or DVD)
- (iii) Section III: Certifications (2 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

(b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

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

### 3.2 Section I: Technical Bid

- (i) **Bid Submission Form:** Bidders are requested to include the Form 1- Bid Submission Form, attached below, with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Substantiation of Technical Compliance:** 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 and describe their approach 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

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

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.

- (iii) **Customer Reference Contact Information:** When requested by PWGSC, the Bidder must provide customer references who must each confirm the facts identified in the Bidder's proposal. For each customer reference sheet (see Client Project Reference Form in Annex E, section E3.), the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Tables detailed in Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **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.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (d) **SACC Manual Clauses:**
- (i) C3011T (2010-01-11), Exchange Rate Fluctuation.

### 3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381ZM.B8807-110096	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client 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 5 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

#### (a) Mandatory Technical Evaluation 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". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (ii) The mandatory requirements are described in Annex E.

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

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex E.

#### (c) Demonstration

- (i) The top-ranked Bidder (identified after the financial evaluation) must demonstrate the following features: please refer to the Mandatory Requirements in Annex E.  
  
The demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will pay its own travel and salary costs associated with any demonstration. Canada will provide no fewer than 10 working days of notice before the scheduled date for the demonstration. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a demonstration, reduce the score of the Bidder on any rated requirement, if the demonstration indicates that the score provided

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

to the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration.

#### 4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

**(b) Calculation of Total Bid Price:**

The Total Bid Price is the Bidders quoted firm per price detailed in Annex B.

#### 4.4 Basis of Selection

- (a) To be declared responsive, a bid must:

- (i) comply with all the requirements of the bid solicitation;
- (ii) meet all mandatory criteria; and
- (iii) obtain the required minimum of **17 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **24 points**.

- (b) Bids not meeting (i), (ii) or (iii) will be declared non-responsive.

**(c) Highest Responsive Combined Rating of Technical Merit and Price**

The technically responsive bid that obtains the highest combined ratings of technical merit and price, e.g. adding the technical score with the financial score, will be recommended for award of a contract. The total possible technical score is 24 (with a minimum score of 17) while the total financial score is 100. Where two or more bids achieve the identical highest combined overall score, the proposal with the lowest total bid price will be recommended for award of a contract.

For each bid:

**Calculation of Technical Score:** The Final Technical score (out of 24 points) will be computed for each responsive Bidder.

**Calculation of Financial Score:** The Financial Score is calculated by giving full points (100) to the lowest priced responsive bid and prorating all other responsive bid prices using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Total Bid Price}}{\text{Bidder's Total Bid Price}} \times 100 \text{ Points} = \text{Financial Score (Max. of 100 points)}$$

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.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

## PART 5 - CERTIFICATIONS

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

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

### 5.1 Certifications Precedent to Contract Award

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

### 5.2 Federal Contractors Program - Certification

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

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

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

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

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

### 5.3 Former Public Servant Certification

- (a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
  - (i) **"former public servant"** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
    - (A) an individual;
    - (B) an individual who has incorporated;
    - (C) a partnership made of former public servants; or
    - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
  - (ii) **"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
  - (iii) **"pension"** means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S. 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
  - (i) name of former public servant;
  - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

- (i) name of former public servant;
  - (ii) conditions of the lump sum payment incentive;
  - (iii) date of termination of employment;
  - (iv) amount of lump sum payment;
  - (v) rate of pay on which lump sum payment is based;
  - (vi) period of lump sum payment including start date, end date and number of weeks; and
  - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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

#### 5.4 Bidder Certifies that the Solution is “Off-the-Shelf”

Any solution bid to meet this requirement must be “off-the-shelf” (unless otherwise stated in this bid solicitation), meaning that each item of the solution is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If the solution bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.



## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (c) For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381ZM.B8807-110096	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) **granting the license to use the Solution described in the Contract;**
  - (ii) **providing a secure, dedicated server (in Canada), to host the Solution's data;**
  - (iii) **providing the Software Documentation; and**
  - (iv) **providing maintenance and support for the Solution (including all applicable user licences) during the Contract Period;**
- (b) **Client:** The initial Client is Citizenship and Immigration Canada (CIC). However, the Contracting Authority can add additional Clients from time to time, which may include any Government Department, Departmental Corporation or Agency, or other Crown entity described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

### 7.2 Optional Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the services or both described at Annex B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 7.3 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:**

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

- (i) 2035 (2012-03-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**(b) Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

**7.4 Security Requirement**

**(a) SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE # B8807-110096**

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. 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 CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor personnel MAY NOT HAVE ACCESS to PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
3. 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.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) Industrial Security Manual (Latest Edition).

**(b) SECURITY REQUIREMENT FOR UNITED KINGDOM SUPPLIER: (PRIME CONTRACTOR)  
File # B8807-110096**

1. All Canadian PROTECTED A information shall be deemed "UK RESTRICTED" information. Further specification respecting the security requirements listed below may be provided subsequent to an inspection in order to ensure comparability with security measures for Canadian PROTECTED A.
2. The supplier shall also insert this Annex and Appendix into all subcontracts into which it enters that involve access to PROTECTED A information.
3. The Canadian Designated Security Authority (DSA) (Canadian DSA)<sup>1</sup> for industrial matters in Canada is the International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC). The Canadian DSA reserves the right to

<sup>1</sup> Here after referred to as "Canadian DSA".

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

conduct inspections at its sole discretion to ensure compliance with the below listed security measures.

4. Documents such as a contract or sub-contract containing a security requirement clause that stipulates supplier personnel must be screened for reliability, cannot be awarded without first verifying with the Canadian DSA that the supplier holds the appropriate level of Facility Security Clearance (FSC) and (if required) document storage capability.
5. The supplier will ensure that its Chief Executive Officer will appoint a Company Security Officer (CSO) and an Alternate Company Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.
6. All Canadian information that the supplier has processed, produced or stored by the supplier, pursuant to this contract/subcontract, shall be safeguarded as follows:
  - (a) the supplier shall not disclose information to a third party government, person, firm, or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be obtained from the Canadian DSA;
  - (b) the supplier shall not use information for any purpose other than for the performance of the contract/subcontract without the prior written approval of the Government of Canada. Such consent shall be obtained from the Canadian DSA; and
  - (c) the supplier shall not release PROTECTED A information except to its personnel subject to the following conditions:
    - (i) personnel have a need-to-know<sup>2</sup> for the performance of the Subcontract;
    - (ii) personnel have a valid Baseline Personnel Security Screening (BPSS); and
    - (iii) personnel have been granted a Criminal Records check by Disclosure Scotland - at the Basic Disclosure level. It is understood that in order to process the later two a BPSS and Criminal Records Check must include the following:
      - (A) BPSS will include confirmation of Identity, Citizenship/Immigration Status, Employment History and a Criminal Records check;
      - (B) for employees unable to provide three years of verifiable history in the UK, an Overseas Check and an Overseas Criminal Records check shall be required;
  - (d) the supplier shall ensure that personnel provide consent to share results of the BPSS and the Criminal Records check with the Canadian DSA; and
  - (e) the supplier shall supply an authenticated true copy of the BPSS and Criminal Records check to the Canadian DSA.
  - (f) the supplier shall transfer all PROTECTED A information processed, produced or stored pursuant to this contract/subcontract in a single sealed envelope with no security marking only through registered mail of a national postal service or as specified in writing by the Canadian DSA.

<sup>2</sup> In accordance with the Security Organizations and Administrative Standard, Treasury Board Secretariat Paragraph 10, "A fundamental requirement of the Security policy is to limit access to sensitive information to those whose duties require such access; that is, to those who need to know the information. While personnel screening levels potentially provide access to levels of sensitive information, application of the need-to-know principle restricts access within those levels to specific items, topics or types of sensitive information. Personnel are not entitled to access merely because it would be convenient for them to know or because of status, rank, office or level of clearance." <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12333&section=text#cha10>

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

7. The supplier shall mark all PROTECTED A information generated pursuant to this contract/subcontract as "CANADIAN PROTECTED A - TO BE TREATED AS UK RESTRICTED" in the upper right corner of the face of the document.
8. The supplier shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that PROTECTED A information pursuant this contract/subcontract has been compromised<sup>3</sup>.
9. The supplier shall return to the Government of Canada, all PROTECTED A information upon completion of the Work.
10. The supplier must not award a contract/sub-contract containing a security requirement clause whereby supplier personnel must be in possession of an appropriate personnel security clearance, without first verifying through the Canadian DSA, that the supplier holds the appropriate level of facility security clearance and (if required) document safeguarding capability.

## 7.5 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 one year later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) **Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year periods 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 5 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.

## 7.6 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Arden Aresta  
Contracting Authority  
Public Works and Government Services Canada  
Acquisitions Branch  
Informatics and Telecommunications Systems Procurement Directorate  
11 Laurier Street, Gatineau, Quebec K1A 0S5 Canada

Telephone: 819-956-5633

<sup>3</sup> In accordance with the Industrial Security Manual, compromise is defined as:

"... unauthorized disclosure, destruction, removal, modification or interruption or use of information and assets." An unauthorized person, is any individual without a valid personnel security clearance at the appropriate level without a defined "need to know" the information.  
<http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/glssr-eng.html>

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

Facsimile: 819-956-5078  
E-mail address: arden.aresta@tpsgc-pwgsc.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**

The Project Authority for the Contract is:

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

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) Delegation of Authority**

The preceding authorities may delegate their authority and may act through a duly appointed representative within their respective departments. Canada will notify the Contractor of any such delegation.

**(d) Contractor's Representative**

To be determined

**7.7 Payment**

**(a) Basis of Payment**

- (i) In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B, Basis of Payment, for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- (ii) **GST/HST:** Estimated Cost: \$ \_\_\_\_\_
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iv) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

**(b) Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract. Customs duties are included and Goods and Services

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

Tax or Harmonized Sales Tax is extra, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - (A) it is 75 percent committed, or
  - (B) 4 months before the Contract expiry date, or
  - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

**(c) Method of Payment - Milestone Payments**

- (i) H3010C (2010-01-11), Milestone Payments

**7.8 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.
- (e) 1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111 (see Annex D), Claim for Progress Payment.

Each claim must show:

- i.all information required on form PWGSC-TPSGC 1111;
  - ii.all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - iii.a list of all expenses;
  - iv.expenditures plus pro-rated profit or fee;
  - v.the description and value of the milestone claimed as detailed in the Contract.
2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

## 7.9 Certifications

- (a) Compliance with the certifications provided by the Contractor in its bid 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.

## 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

## 7.11 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
  - (i) 4006;
- (c) general conditions 2035 (2011-05-16) General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_ (To be determined).

## 7.12 Foreign Nationals (Canadian Contractor)

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

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

## 7.13 Foreign Nationals (Foreign Contractor)

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

## 7.14 Insurance Requirements



Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

(a) SACC Manual clause G1005C (2008-05-12) Insurance Requirements

## 7.15 Limitation of Liability - Information Management/Information Technology

(a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

### (b) First Party Liability:

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

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

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

**(c) Third Party Claims:**

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

**7.16 Joint Venture Contractor**

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

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

**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.*

#### 7.17 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.

#### 7.18 Representations and Warranties

The Contractor made statements regarding its 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.

#### 7.19 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.

#### 7.20 Government Property

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

- (a) Refer to section 8.0, Client Support, in Annex A, Statement of Work.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

## ANNEX A STATEMENT OF WORK

### 1.0 TITLE

Citizenship and Immigration Canada Stakeholder Information Management System

### 2.0 OBJECTIVE

The Department of Citizenship and Immigration Canada (CIC) has a requirement to procure a commercial off-the-self (COTS) solution for a Stakeholder Information Management System that will enable CIC users to effectively and efficiently manage a variety of electronic information related to stakeholders and CIC's interactions with stakeholders. The solution must at a minimum possess requirements as stated in the Mandatory Requirements, be web-based, provide a range of communication, information and event management functions, as well as a range of reporting capabilities that can be generated on an ad hoc basis.

The Stakeholder Information Management System, herein known as "the solution", will include software and professional services.

### 3.0 BACKGROUND

Citizenship and Immigration Canada employs over 4,000 people at locations across Canada and at missions in 76 foreign countries. The department develops and manages policy and programs in support of Canada's citizenship, immigration, integration and refugee systems.

CIC regularly interacts with stakeholders, other government departments, provinces and territories and the Canadian public to obtain feedback on existing and planned policies and programs. Currently, this information is stored and managed in various formats throughout the Department. CIC seeks to put in place a centrally-managed corporate tool to improve accuracy, consistency and reduced duplication in maintaining stakeholder contact information, as well as facilitating outreach and communications with stakeholders. It is expected that this tool would also benefit CIC through a reduction of time and resources required to obtain stakeholder information and transaction details.

### 4.0 SCOPE OF WORK

The scope of the project is to procure a Stakeholder Information Management System solution to be used at Citizenship and Immigration Canada's National Headquarters and in its Regions. The solution will consist of Stakeholder Information Management System software releases, configuration, licenses, upgrades, bug fixes, support, ongoing yearly maintenance of the licenses in support of CIC's requirements, and professional services to implement and provide ongoing technical support for the solution.

As technology evolves over the course of the contract, new software services associated with the functionality of the Stakeholder Information Management System may be added to the contract, to ensure that CIC is able to offer its clients a feature rich solution. The ongoing yearly maintenance of the licensing will include the provision of updates, upgrades and fixes to the software as they become available.

Initially, the solution will be implemented to approximately 100 to 200 users across CIC's Branches in National Headquarters (NHQ) and Canadian Regions. As the success of the solution builds, additional users, up to a total of 5,000 may be added to the user community in NHQ and in CIC's Canadian and

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

International Regions, and could be expanded to other departments within the Government of Canada. The solution will be implemented in Canadian English and Canadian French.

## 5.0 DELIVERABLES

### 5.1 The Contractor must provide the following:

- 5.1.1 The solution's software and all licenses required as specified in the Requirements and Mandatory Criteria;
- 5.1.2 A secure dedicated server, in Canada, to host the solution's data;
- 5.1.3 Documentation to support the solution as specified in the Requirements;
- 5.1.4 Services to support design, installation, configuration, development, data conversion, testing and deployment of the solution as specified in the Requirements;
- 5.1.5 Services to support web-based customer support as specified in the Requirements;
- 5.1.6 Advice to CIC personnel to support design, installation, configuration, development, data migration, testing and deployment of the solution;
- 5.1.7 Project management plans for the design, installation, configuration, development, data conversion, testing and deployment of the solution;
- 5.1.8 Status reports as required by CIC throughout the project;
- 5.1.9 Documentation of the solution as implemented at CIC including, but not limited to, test plans and strategies, implementation strategies and plans, design documents, configuration guides and specifications, training materials, user documentation, lessons learned, project management documents as requested by CIC throughout the project;

## 6.0 REQUIREMENTS

### 6.1 Solution requirements:

#### 6.1.1 SOLUTION AVAILABILITY

- 6.1.1.1 The commercial release date of the solution must be no later than March 1, 2012.

#### 6.1.2 TECHNICAL ENVIRONMENT

- 6.1.2.1 The solution must be hosted on a secured server within Canada.
- 6.1.2.2 The solution must use data information to and from (interoperate) with Microsoft Outlook 2007 (12.0.6423.1000) service pack 2.
- 6.1.2.3 The solution must be compliant with the version of Windows Internet Explorer 7 in use at CIC -Version 7.0.6002.18005 Cipher Strength 256 Bit.
- 6.1.2.4 The solution's data must be stored on a dedicated server.
- 6.1.2.5 The solution must allow use of files with the following formats: jpg, jpg2000, tiff, bmp, xls, xlsx, xslm, ppt, rtf, mso, txt, wpd, pdf, pptx, gif, doc, docx, msg, mpp and docm.
- 6.1.2.6 The solution must be scalable to at least 5,000 licence users.
- 6.1.2.7 The solution must accommodate at least 1,000 concurrent licence users.

#### 6.1.3 SYSTEM ADMINISTRATION

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381ZM.B8807-110096	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

- 6.1.3.1 The solution must permit CIC Account Administrators to assign access rights to an individual staff member or group, or batched to multiple staff members or groups.
- 6.1.3.2 The solution must not allow operations to be performed on database objects unless the user is authorized for the operation concerned
- 6.1.3.3 The solution must provide the ability to control various types of user access rights capability including:
  - (i) read-only;
  - (ii) view or not to view,
  - (iii) right to delete or not delete,
  - (iv) right to modify or not modify,
  - (v) system administrator tasks.
- 6.1.3.4 The solution must permit CIC Account Administrators to create and manage all staff member information that CIC deems required for the establishment and maintenance of user accounts.
- 6.1.3.5 The solution must allow CIC Account Administrators to manage the structured keywords or tags that users may associate with records for easy identification, permitting Account Administrators to create, inactivate, duplicate and rename keywords or tags.
- 6.1.3.6 The solution must provide, or can be configured to provide a list of the operations and authorizations that an individual user or group or class of users is able to perform within the solution at either the application level or the database level.
- 6.1.3.7 The solution must provide an auditing facility which records the information for the database updates, insertions, deletions and selects by individual users on any selected individual object.

#### 6.1.4 BUSINESS FUNCTIONALITY

- 6.1.4.1 The solution must include standard database fields for contact information, including, but not limited to:
  - (i) Contact name and surname
  - (ii) Organization
  - (iii) Job Title
  - (iv) Address and alternate Address
  - (v) E-mail and alternate e-mail address
  - (vi) Telephone and alternate telephone numbers (work, cell, fax)
  - (vii) Postal Code
  - (viii) Country
  - (ix) URLs for Web, Twitter, Facebook
  - (x) RSS feeds
  - (xi) Areas of interest
  - (xii) Funding history (status of current or past financial agreements with CIC)
  - (xiii) Record of stakeholder feedback or comments
  - (xiv) Preferred language of correspondence
- 6.1.4.2 The solution must allow users to edit, create and associate an unlimited number of keywords or tags to each record.
- 6.1.4.3 The solution must include a notes function that users can post against a record.
- 6.1.4.4 The solution must not limit the number of notes that users can post against a record.
- 6.1.4.5 The solution must include a calendar/event planning function which allows information to be categorized by date.
- 6.1.4.6 The solution must not limit, or can be configured to not limit the number of calendar items that users can post against a record.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

- 6.1.4.7 The solution must display to display the name and date of information inputted by users in records, notes or calendar functions. The solution must allow users to associate an unlimited number of electronic documents, including e-mails to records and calendar items. It must allow the use of files with the following formats: jpg, jpeg2000, tiff, bmp, xls, xlsx, xlsx, ppt, rtf, mso, txt, wpd, pdf, pptx, gif, doc, docx, msg, mpp and docm.
- 6.1.4.8 The solution must allow the launch of an attachment in its native application. It must allow the use of files with the following formats: jpg, jpeg2000, tiff, bmp, xls, xlsx, xlsx, ppt, rtf, mso, txt, wpd, pdf, pptx, gif, doc, docx, msg, mpp and docm.
- 6.1.4.9 The solution must allow users to create distribution lists based on user-identified criteria, including, but not limited to:
  - (i) stakeholders by name
  - (ii) stakeholders by activity
  - (iii) stakeholders by keyword or tag
  - (iv) stakeholders by region
  - (v) stakeholders by industry or sector
- 6.1.4.10 The solution must allow users to send individual and bulk e-mails.
- 6.1.4.11 The solution must not limit the number of individual or bulk e-mails users can send.

## 6.1.5 SEARCH

- 6.1.5.1 The solution must allow users to perform searches using a variety of terms or methods, including, but not limited to:
  - (i) Date or date range
  - (ii) Keyword or tag
  - (iii) Organization name
  - (iv) Contact name
  - (v) E-mail or postal address
  - (vi) Web site
  - (vii) Telephone number
- 6.1.5.2 The search function should allow users to search using full or truncated keywords or terms.
- 6.1.5.3 The solution's search results should include entries listed in records, calendar or notes functions.
- 6.1.5.4 The solution must allow users to perform Quick searches that allow users to view recently updated information.

## 6.1.6 USER INTERFACE

- 6.1.6.1 The solution must provide a web-based user interface.
- 6.1.6.2 The solution must permit the use of the complete Canadian English and Canadian French language character sets based on Unicode UTF-8 v4.1 at a minimum.
- 6.1.6.3 The solution must allow users to work in the official language of their choice: Canadian English, and Canadian French. The solution must provide the users the ability to view all screens, prompts, and on-line help in Canadian English or Canadian French.
- 6.1.6.4 The solution must provide, on-line help functionality in Canadian English and in Canadian French.

## 6.1.7 REPORTS

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

- 6.1.7.1 The solution must provide a set of common reports that the user can run within the system, including reports of:
- (i) stakeholder records per time period
  - (ii) stakeholder records per keyword or tag
  - (iii) stakeholder records per region
  - (iv) current stakeholder activity
  - (v) stakeholder events by keyword or tag
  - (vi) stakeholder events by date
  - (vii) e-mails sent to stakeholders and a summary of readership statistics and analytics
- 6.1.7.2 The solution must be able to save and print standardized and ad hoc reports.
- 6.1.7.3 The solution must allow, or can be configured to allow users the ability to customize, schedule and register new reports so that they can be run from within the system.
- 6.1.7.4 The solution must allow, or can be configured to allow users to export reports in xls,xlsx, xlsxm, wpd, pdf, doc, docx.

## 6.2 Documentation, training, professional services:

### 6.2.1 DOCUMENTATION

- 6.2.1.1 The Contractor must provide the following types of documentation in the form of User Guides:
- (i) Installation Manual
  - (ii) Administrator Manual
  - (iii) User Manual
  - (iv) Training Manual
- 6.2.1.2 The documentation must be up to date with the version of the software being proposed.
- 6.2.1.3 The Contractor must provide CIC the right to copy or print documentation for the solution. The documentation must be available in both electronic and paper form.
- 6.2.1.4 The Contractor must provide all documentation in Canadian English and Canadian French.

### 6.2.2 TRAINING

- 6.2.2.1 The Contractor must provide user training for system administrators.
- 6.2.2.2 The Contractor must supply all applicable training documentation.

### 6.2.3 PROFESSIONAL SERVICES

- 6.2.3.1 The Contractor must provide professional services to complete the following tasks within the time specified. Note times are level of effort.
- (i) Design - the Contractor must complete the development and documentation of the design of CIC's solution within 10 business days.
  - (ii) Installation - the Contractor must complete the installation of the solution in CIC's development environment in 10 business days.
  - (iii) Server - the Contractor must provide a secure dedicated data server in Canada within 10 business days.
  - (iv) Configuration - the Contractor must complete the configuration of the solution in CIC's development environment in 20 business days.



Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

- (v) Data Migration - the Contractor must complete migration of data from .xls to the solution in a CIC development environment in 30 business days.
- (vi) Reports Generation - the Contractor must complete the configuration and implementation of Reports in a CIC development environment in 20 business days.
- (vii) System Verification - the Contractor must complete system verification of the solution in a CIC environment in 10 business days.
- (viii) Training - the Contractor must provide 20 person-days of training for System Administrators, End Users and Technical Support resources. Training can be provided on-site or remotely via internet meeting.

6.2.3.2 The Contractor must provide professional services for customer support for the duration of the contract period, which includes:

- (i) Web-based customer support
- (ii) Online tracking of customer support requests which identifies the problem, date created and response
- (iii) Ability to view status of customer support requests

## 7.0 CONSTRAINTS

The Contractor should be aware of the following constraints that will affect how the work must be done:

### 7.1 Policies and Acts

The Contractor must provide services and produce materials in compliance with the administrative policies of the Government of Canada issued by the Treasury Board, including, but not exclusive to the following:

- 7.1.1 The Contracting Policy available at:  
[http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contpolnotices/siglist\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist_e.asp) to ensure the quality and value of the work they contract out;
- 7.1.2 The Official Languages Act (Sections 11 and 30) available at:  
[http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/offlang/dolr1\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/offlang/dolr1_e.asp) to ensure compliance in all advertising. Moreover, institutions must respect the Government of Canada's commitment stated in Part VII of the Act, to enhance the vitality of official language minority communities; and
- 7.1.3 To ensure proper privacy practices are incorporated and respected in the handling of personal information in accordance with The Privacy Act available at: [http://privcom.gc.ca/legislation/02\\_07\\_01\\_e.asp](http://privcom.gc.ca/legislation/02_07_01_e.asp).
- 7.1.4 Industry Norms, Certifications, and Standards Requirements:  
<http://www.tbs-sct.gc.ca/im-gi/imp-pgi/imp-pgi-eng.asp>.

## 8.0 CLIENT SUPPORT

CIC will provide the following as required for the completion of the work under the Contract:

- 8.1. Telephone or web-based remote access to the CIC Project Authority and/or CIC's personnel as required for off-site Service delivery and meetings for the successful provision of Stakeholder Information Management System Maintenance and Support Services;
- 8.2 Access to relevant documentation and reference materials to which the Contractor would not otherwise have access, based on the need to know principle;

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

- 8.3 Review of reports/submissions, as required, and the provision of comments/suggested revisions, in a timely manner;
- 8.4 Coordination of activities and responses from the areas within CIC to enable the Contractor to provide Services, as these relate to issues identified by the Contractor;
- 8.5 Communication with the Contractor and/or other CIC stakeholders of CIC Contract roles and responsibilities and internal work processes within CIC;
- 8.6 Negotiation and establishment of any Changes in scope, work or fees that result in an adjustment to the Contract in conjunction with the Contracting Authority;
- 8.7 Provision of all necessary data to support transition to the Stakeholder Information Management System;
- 8.8 Appoint an Auditor for the purposes of determining compliance with the terms and conditions of the contract between the CIC Project Authority and the Contractor;
- 8.9 Provision of guidance to the Contractor, where possible and upon request, with respect to the Contractor's obligations in relation to the privacy legislation, regulations, and policies of Canada; and,
- 8.10 Other assistance and support as appropriate.

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381ZM.B8807-110096	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

## ANNEX B BASIS OF PAYMENT

### 1.0 Firm Price of Stakeholder System Solution

Milestones	Description	Total Firm Price
1	Design - the Contractor must complete the development and documentation of the design of CIC's solution within 10 business days.	\$
2	Installation - the Contractor must complete the installation of the solution in CIC's development environment in 10 business days.	\$
3	Server - the Contractor must provide a secure dedicated server in Canada to host the solution's data within 10 business days.	\$
4	Configuration - the Contractor must complete the configuration of the solution in CIC's development environment in 20 business days.	\$
5	Data Migration - the Contractor must complete migration of data from .xls to the solution in a CIC development environment in 30 business days.	\$
6	Reports Generation - the Contractor must complete the configuration and implementation of Reports in a CIC development environment in 20 business days.	\$
7	System Verification - the Contractor must complete system verification of the solution in a CIC environment in 10 business days.	\$
8	All Applicable User License(s) for 500 users	\$
9	Training for System Administrators, End Users and Technical Support Resources (based on a 20 person day level of effort)	\$
10	Documentation (including Installation Manual, Administrator Manual, User Manual and Training Manual)	\$
<b>Total Estimated Firm Price (Sum of Milestones 1-10):</b>		

### 2.0 Customer and Solution Support

Line	Description	Firm All-Inclusive Annual Rate
1	Option Year 1	\$
2	Option Year 2	\$
3	Option Year 3	\$
<b>Total Estimated Firm Price (Sum of Lines 1-3):</b>		\$

### 3.0 User License(s) Maintenance

Line	Description	Firm All-Inclusive Annual Rate
1	Option Year 1	\$
2	Option Year 2	\$
3	Option Year 3	\$
<b>Total Estimated Firm Price (Sum of Lines 1-3):</b>		\$

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381ZM.B8807-110096	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

#### 4.0 Server License Maintenance

Line	Description	Firm All-Inclusive Annual Rate
1	Option Year 1	\$
2	Option Year 2	\$
3	Option Year 3	\$
	<b>Total Estimated Firm Price (Sum of Lines 1-3):</b>	\$

**Total Firm Price (Sum of the Total Estimated Prices of 1.0, 2.0, 3.0 and 4.0):**  
\$ \_\_\_\_\_

#### 5.0 Optional Additional User Licenses

- (i) For additional licenses for additional Client Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price, per user, set out in the table below, FOB destination, including all customs duties, GST/HST extra:

Description	Firm Price per User
User License	\$

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
B8807-110096/A		381zm
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
B8807-110096	381ZM.B8807-110096	

**ANNEX C**  
**SECURITY REQUIREMENTS CHECK LIST**

Please see attached document.



Solicitation No. - N° de l'invitation  
B8807-110096/A

Amd. No. - N° de la modif.  
381zm

Buyer ID - Id de l'acheteur  
381zm

Client Ref. No. - N° de réf. du client  
B8807-110096

File No. - N° du dossier  
381ZM.B8807-110096

CCC No./N° CCC - FMS No./N° VME

Taux TPS %  
-----

Less holdbacks on expenditures only (not including GST/HST)  
Moins les retenues sur les dépenses uniquement (TPS/TVH non comprise)

Claim (including GST/HST) - Total  
Montant total de la réclamation (y compris la TPS/TVH)

Percentage of the work completed  
Pourcentage du travail compléte

Current Claim  
Réclamation  
actuelle

Amount due  
Montant dû

All certificates appearing must be signed by the respective authorized signatory  
Toutes les attestations figurant doivent porter la signature du fondé de pouvoir

PWGSC-TPSGC 1111 (6/1998)

CERTIFICATE OF CONTRACTOR

ATTESTATION DE L'ENTREPRENEUR

I hereby certify and represent that the following statements are true:  
- All authorizations under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the terms of the contract.  
- Indirect costs have been paid for or accrued in the accounts.  
- Direct materials and work under subcontract have been received, accepted and either paid for or accrued in my/our accounts following receipt of invoice from vendor/subcontractor, and have been or will be used exclusively for the purpose of the contract.  
- All direct labour costs have been paid for or accrued in my/our accounts and all such costs were incurred exclusively for the purpose of the contract.  
- All other direct costs have been paid for or accrued in my/our accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract.  
- I have not been given notice of nor am I aware of any liens, encumbrances, changes or other claims against the work.

J'atteste par les présentes que :  
- Nous avons obtenu toutes les autorisations exigées aux termes du contrat. Notre réclamation correspond aux travaux réalisés et est conforme aux clauses du contrat.  
- Les coûts indirects ont été réglés ou portés aux livres.  
- Les matériaux directs et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou les sous-traitants: ces matériaux et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.  
- Tous les coûts de la main-d'oeuvre directe ont été réglés ou portés aux livres et tous ces frais ont été engagés exclusivement aux fins du contrat.  
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces frais ont été engagés exclusivement aux fins du contrat.  
- Je n'ai pas été avisé ni ne suis au courant de l'existence de privilège, de réclamation, d'imputation à l'égard de ces travaux.

Contractor's Signature - Signature de l'entrepreneur

Title - Titre

Date

Check if you are making a claim with respect to advance payment provisions included in the contract basis of payment  
☐

Cocher si votre réclamation comporte des avances selon les modalités du contrat.

This claim or portion thereof is for an advance payment.

Cette réclamation concerne en totalité ou en partie un paiement anticipé.

I certify that:  
- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance will be applied.  
- The amount of the payment is ascertained or ascertainable under the terms of the contract.  
- The contractor is not in default of its obligations under the contract.  
- The payment is related to an identifiable part of the contractual undertakings.

J'atteste par la présente que :  
- Les fonds reçus ne serviront qu'aux fins du contrat: on trouvera ci-joint une description complète des fins auxquelles le paiement anticipé sera utilisé.  
- Le montant du paiement est fixé ou sera fixé conformément aux conditions du contrat.  
- L'entrepreneur n'a pas manqué à ses engagements aux termes du contrat.  
- Le paiement porte sur une portion identifiable des travaux faisant l'objet du contrat.

Part - Partie 2 of - de 2 / Page 37 of - de 51

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381zm	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

Signature	Title - Titre	Date
ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE		
CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES		
Scientific/Project/Inspection Authority: I certify that the work meets the quality standards required by the contract, and its progress conforms to the terms of the contract.	Autorité scientifique ou responsable du projet/de l'inspection : J'atteste que les travaux sont conformes aux normes de qualité exigées aux termes du contrat et qu'ils progressent conformément aux conditions du contrat.	
Inspection Authority (All other contract): I certify that the quality of the work performed is in accordance with the standards required by the contract.	Responsable de l'inspection (Tous les autres contrats) : J'atteste que la qualité des travaux effectués est conforme aux normes exigées aux termes du contrat.	
Signature of Inspector / Scientific / Project Authority Signature du responsable de l'inspection / du responsable du projet scientifique		Date
PWGSC Contracting Authority: I certify that to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment prior to final settlement.		
PWGSC Contracting Authority: I certify that to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment prior to final settlement.	Représentant de TPSCG : J'atteste qu'à ma connaissance, La réclamation correspond à l'avancement des travaux et qu'elle est conforme au contrat. Toutefois, elle pourra être vérifiée de nouveau et rajustée, le cas échéant, avant le règlement final.	
PWGSC Signature de TPSCG	Title - Titre	Date
Customer's Authorized Signing Officer - To be signed on interim claim: I certify that the claim is in accordance with the contract.		
Customer's Authorized Signing Officer - To be signed on interim claim: I certify that the claim is in accordance with the contract.	Représentant autorisé du client - Doit signer la réclamation provisoire : J'atteste que cette réclamation est conforme au contrat.	
Client Signature du client	Title - Titre	Date
Customers Authorized Signing Officer - To be signed on final claim: I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.		
Customers Authorized Signing Officer - To be signed on final claim: I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.	Représentant autorisé du client - Doit signer la réclamation définitive : J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que cette réclamation est conforme au contrat.	
Client Signature du client	Title - Titre	Date



Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381zm	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME 381ZM.B8807-110096

ANNEX E

EVALUATION CRITERIA

E1. MANDATORY REQUIREMENTS

	Mandatory Requirement	Met	Not Met	Bid Reference Page and Paragraph	Contractor explanation of how the criterion is met
SOFTWARE AVAILABILITY					
M1	The commercial release date of the solution must be no later than the closing date of the Request for Proposal.				
TECHNICAL ENVIRONMENT					
M2	The solution must be hosted on a secured server within Canada.				
M3	The solution must use data information to and from (interoperate) with Microsoft Outlook 2007 (12.0.6423.1000) service pack 2.				
M4	The solution must be compliant with the version of Windows Internet Explorer 7 in use at CIC -Version 7.0.6002.18005 Cipher Strength 256 Bit.				
M5	The solution's data must be stored on a dedicated server.				
M6	The solution must allow use of files with the following formats: jpg, jpg2000, tiff, bmp, xls, xlsx, xlsxm, ppt, rtf, mso, txt, wpd, pdf, pptx, gif, doc, docx, msg, mpp and docm.				
M7	The solution must be scalable to at least 5,000 licence users.				
M8	The solution must accommodate at least 1,000 concurrent licence users.				

Solicitation No. - N° de l'invitation B8807-110096/A		Amd. No. - N° de la modif. 381zm		Buyer ID - Id de l'acheteur 381zm	
Client Ref. No. - N° de réf. du client B8807-110096		File No. - N° du dossier 381ZM.B8807-110096		CCC No./N° CCC - FMS No./N° VME	
SYSTEM ADMINISTRATION					
M9	The solution must permit CIC Account Administrators to assign access rights to an individual staff member or group, or batched to multiple staff members or groups. The solution must not allow operations to be performed on database objects unless the user is authorized for the operation concerned. The solution must provide the ability to control various types of user access rights capability including: <ul style="list-style-type: none"><li>• read-only;</li><li>• view or not to view;</li><li>• right to delete or not delete;</li><li>• right to modify or not modify;</li><li>• system administrator tasks.</li></ul>				
M10	The solution must permit CIC Account Administrators to create and manage all staff member information that CIC deems required for the establishment and maintenance of user accounts.				
M11	The solution must allow CIC Account Administrators to manage the structured keywords or tags that users may associate with records for easy identification, permitting Account Administrators to create, inactivate, duplicate and rename keywords or tags.				
M12	The solution must provide a list of the operations and authorizations that an individual user or group or class of users is able to perform within the solution at either the application level or the database level.				
M13	The solution must provide an auditing facility which records the information for the database updates, insertions, deletions and selects by individual				
Part - Partie 2 of - de 2 / Page 40 of - de 51					

Solicitation No. - N° de l'invitation B8807-110096/A		Amd. No. - N° de la modif. 381zm		Buyer ID - Id de l'acheteur 381zm	
Client Ref. No. - N° de réf. du client B8807-110096		File No. - N° du dossier 381ZM.B8807-110096		CCC No./N° CCC - FMS No./N° VME	
	users on any selected individual object.				
BUSINESS FUNCTIONALITY					
M14	The solution must include standard database fields for contact information, including, but not limited to: .Contact name and surname .Organization .Job Title .Address and alternate Address .E-mail and alternate e-mail address .Telephone and alternate telephone numbers (work, cell, fax) .Postal Code .Country .URLs for Web, Twitter, Facebook .RSS feeds .Areas of interest .Funding history (status of current or past financial agreements with CIC) .Record of stakeholder feedback or comments .Preferred language of correspondence				
M15	The solution must allow users to edit, create and associate an unlimited number of keywords or tags to each record.				
M16	The solution must include a notes function that users can post against a record.				
M17	The solution must not limit the number of notes that users can post against a record.				
M18	The solution must include a calendar/event planning function which allows information to be categorized by date.				
M19	The solution must not limit the number				

Solicitation No. - N° de l'invitation B8807-110096/A		Amd. No. - N° de la modif. 381zm		Buyer ID - Id de l'acheteur 381zm	
Client Ref. No. - N° de réf. du client B8807-110096		File No. - N° du dossier 381ZM.B8807-110096		CCC No./N° CCC - FMS No./N° VME	
	of calendar items that users can post against a record.				
M20	The solution must display the name and date of information inputted by users in records, notes or calendar functions.				
M21	The solution must allow users to associate an unlimited number of electronic documents, including e-mails to records and calendar items (refer to list of required file types in M6).				
M22	The solution must allow the launch of an attachment in its native application (refer to list of required file types in M6).				
M23	The solution must allow to create distribution lists based on user-identified criteria, including, but not limited to: .stakeholders by name .stakeholders by activity .stakeholders by keyword or tag .stakeholders by region .stakeholders by industry or sector				
M24	The solution must allow users to send individual and bulk e-mails.				
M25	The solution must not limit, or can be configured to not limit the number of individual or bulk e-mails users can send.				
SEARCH					
M26	The solution must allow users to perform searches using a variety of terms or methods, including, but not limited to: .Date or date range .Keyword or tag .Organization name .Contact name				

Solicitation No. - N° de l'invitation B8807-110096/A		Amd. No. - N° de la modif. 381zm		Buyer ID - Id de l'acheteur 381zm	
Client Ref. No. - N° de réf. du client B8807-110096		File No. - N° du dossier 381ZM.B8807-110096		CCC No./N° CCC - FMS No./N° VME 381ZM.B8807-110096	
	-E-mail or postal address -Web site -Telephone number				
M27	The solution's search results must include entries listed in records, calendar or notes functions.				
M28	The solution must allow users to perform Quick searches that allow users to view recently updated information.				
USER INTERFACE					
M29	The solution must provide a web-based user interface.				
M30	The solution must permit use of the complete Canadian English and Canadian French language character sets based on Unicode UTF-8 v4.1 at a minimum.				
M31	The solution must allow users to work in the official language of their choice: Canadian English, and Canadian French. The solution must provide the users the ability to view all screens, prompts, and on-line help in Canadian English or Canadian French.				
M32	The solution must provide on-line help functionality in Canadian English and in Canadian French.				
REPORTS					
M33	The solution must provide a set of common reports that the user can run within the system, including reports of: -stakeholder records per time period -stakeholder records per keyword or tag -stakeholder records per region -current stakeholder activity. stakeholder events by keyword or tag -stakeholder events by date				

Solicitation No. - N° de l'invitation B8807-110096/A		Amd. No. - N° de la modif. 381zm		Buyer ID - Id de l'acheteur 381zm	
Client Ref. No. - N° de réf. du client B8807-110096		File No. - N° du dossier 381ZM.B8807-110096		CCC No./N° CCC - FMS No./N° VME	
	-e-mails sent to stakeholders and a summary of readership statistics and analytics				
M34	The solution must be able save and print standardized and ad hoc reports.				
M35	The solution must allow users the ability to customize, schedule and register new reports so that they can be run from within the system.				
M36	The solution must allow users to export reports in xls, xlsx, xslsm, wpd, pdf, doc, docx.				
PROFESSIONAL SERVICES					
M37	The Bidder must demonstrate its experience in providing the following professional services: -User training for system administrators -Web-based customer support (to be provided for the duration of the contract period) -Services to support design, installation, configuration, development, data conversion, testing and deployment of the solution				

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381zm	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

E2. POINT RATED CRITERIA

Only those Proposals meeting ALL of the above Mandatory Criteria (M1- M37) will be deemed compliant and will be evaluated by the Evaluation Team on the basis of the Point-Rated Criteria.

There is a minimum required pass mark in the Point Rated Criteria. Contractors MUST achieve a minimum weighted score of 70% over all Rated Criteria R1-R6 in order to be evaluated on the basis of their Financial Proposal.

Contractors failing to meet each of the minimum required score(s) on the Point-Rated Criteria will be deemed non-compliant and will not be evaluated on the basis of their Financial Proposal.

Total points available for Point Rated Criteria = 24 (70% = 17 points).

	Rated Requirement	Points Available	Points Achieved	Bid Reference Page and Paragraph	Contractor explanation of how the criterion is met
R1	<p>The solution should allow users to set and manage keywords within the system itself.</p> <p>0 points awarded if requirement not met</p> <p>4 points awarded if requirement met</p>	4			
R2	<p>The solution should allow multiple simultaneous users. Points will be awarded based on the number of simultaneous users that can be assigned:</p> <p>A = 2501 - 5000</p> <p>B = 501 - 2500</p> <p>C = 101 - 500</p> <p>D = 1 - 100</p>	<p>A = 4</p> <p>B = 3</p> <p>C = 2</p> <p>D = 1</p>			
R3	<p>The solution should allow multiple authors of each record. Points will be awarded based on the number of</p>	<p>A = 4</p> <p>B = 3</p> <p>C = 2</p> <p>D = 1</p>			

Solicitation No. - N° de l'invitation B8807-110096/A		Amd. No. - N° de la modif. 381zm		Buyer ID - Id de l'acheteur 381zm	
Client Ref. No. - N° de réf. du client B8807-110096		File No. - N° du dossier 381ZM.B8807-110096		CCC No./N° CCC - FMS No./N° VME	
	authors that can be assigned to an incoming item record:  A = 1001 - 5000 B = 101 - 1000 C = 11 - 100 D = 2 - 10				
R4	The solution should allow users to send messages via SMS text.  0 points awarded if requirement not met 4 points awarded if requirement met	4			
R5	The solution should allow users to conduct analysis through stakeholder mapping. This feature should allow users to view a visual breakdown of stakeholder views.  0 points awarded if requirement not met 4 points awarded if requirement met	4			
R6	The solution should have integrated RSS feeds for each stakeholder record.  0 points awarded if requirement not met 4 points awarded if requirement met	4			
TOTAL POINTS:		24			



Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381zm	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME

E3. References and Vendor Information

For each of the requested references below:

- . Please provide a detailed description of the project / initiative, as well as current client contact information.
- . Please explain the context in which these references relate to the current initiative at CIC to acquire a Stakeholder Information Management System

Reference for Stakeholder Information Management System (Please provide more information/description with regard to the system)

Two client references that have successfully implemented the proposed Stakeholder Information Management System.

<b>Customer Reference Contact</b>	
<b>Note to Contractors:</b> This section <b>MUST</b> be completed by each Client Reference providing the reference and returned with your Proposal submission. Canada reserves the right to contact the named client project authorities for the purpose of verifying the accuracy and veracity of the information provided in the Contractor's Proposal.	
<b>Name of Firm that worked on and invoiced the Project</b>	
<b>Firm Name:</b>	<b>Project Name:</b>
<b>1. Did the Contractor meet the following critical factors?</b>	
a) Completed the Project on time: ( ) Yes <b>OR</b> ( ) No	
b) Stayed within Budget: ( ) Yes <b>OR</b> ( ) No	
c) Met all the project objectives: ( ) Yes <b>OR</b> ( ) No	
d) Contractor complied with the terms of the Contract? ( ) Yes <b>OR</b> ( ) No	
Please expand on your responses:	
Part - Partie 2 of - de 2 / Page 47 of - de 51	

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381zm	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME
<b>2. a) Was the Contractor primarily responsible for the completion of the Project?</b> <input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No		
<b>2. b) Was the Contractor primarily responsible for directly managing the Project?</b> <input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No		
<b>2. c) What were the strengths and weaknesses of the Contractor's personnel?</b>		
Please expand on your responses:		
<b>3. Please respond Yes or No to each of the following:</b>		
a) Contractor provided personnel on time to begin the project? <input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No		
b) Contractor initially proposed qualified personnel? <input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No		
c) Contractor provided continuity of assigned personnel for the duration of the project? <input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No		
Please expand on your responses:		
<b>4. Would you retain the services of this Contractor again?</b> <input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No		
Please expand on your responses:		
<b>Part - Partie 2 of - de 2 / Page 48 of - de 51</b>		

Solicitation No. - N° de l'invitation B8807-110096/A	Amd. No. - N° de la modif. 381zm	Buyer ID - Id de l'acheteur 381zm
Client Ref. No. - N° de réf. du client B8807-110096	File No. - N° du dossier 381ZM.B8807-110096	CCC No./N° CCC - FMS No./N° VME
<b>5. As the "referee" providing this reference, I have read the Project Summary information attached to this Reference form, and agree with the description of the work conducted by the Contractor for the project.</b>		
<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No		
Please expand on your responses:		
<b>6. Please complete and sign the following:</b>		
<b>Name of Organization:</b>		
<b>Name:</b>		
<b>Title:</b>		
<b>Telephone:</b>		
<b>Facsimile Number or E-mail Address:</b>		
<b>Signature:</b>		
<b>Date:</b>		

## BIDDER FORMS

BID SUBMISSION FORM		
<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i>		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Former Public Servants</b>  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"	
<b>Canadian Content Certification</b>  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><b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b></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><b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>	<p>(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>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i></p>	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>	<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><b>Signature of Authorized Representative of Bidder</b></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>	

# ANNEXE C / ANNEX C

## LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ / SECURITY REQUIREMENTS CHECK LIST

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Public Works and Government Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Communications	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To contract external web hosting for the Aircraft Service Directorate E-Learning System, The System will host web-based e-learning software and house personnel training records.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion	<input checked="" type="checkbox"/> All NATO countries Tous les pays de l'OTAN	<input type="checkbox"/> No release restrictions Aucune restriction relative à la diffusion	

<div><input type="checkbox"/></div> <div>Not releasable À ne pas diffuser</div>		<div><input type="checkbox"/></div> <div>Restricted to: / Limité à :</div>		<div><input type="checkbox"/></div> <div>Restricted to: / Limité à :</div>		<div><input type="checkbox"/></div> <div>Restricted to: / Limité à :</div>	
<div><input type="checkbox"/></div> <div>Specify country(ies): / Préciser le(s) pays :</div>		<div><input type="checkbox"/></div> <div>Specify country(ies): / Préciser le(s) pays :</div>		<div><input type="checkbox"/></div> <div>Specify country(ies): / Préciser le(s) pays :</div>		<div><input type="checkbox"/></div> <div>Specify country(ies): / Préciser le(s) pays :</div>	
7. c) Level of information / Niveau d'information							
PROTECTED A PROTÉGÉ A	X	NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A			
PROTECTED B PROTÉGÉ B		NATO RESTRICTED NATO DIFFUSION ESTREINTE		PROTECTED B PROTÉGÉ B			
PROTECTED C PROTÉGÉ C		NATO CONFIDENTIAL NATO CONFIDENTIEL		PROTECTED C PROTÉGÉ C			
CONFIDENTIAL CONFIDENTIEL		NATO SECRET NATO SECRET		CONFIDENTIAL CONFIDENTIEL			
SECRET SECRET		COSMIC TOP SECRET COSMIC TRÈS SECRET		SECRET SECRET			
TOP SECRET TRÈS SECRET				TOP SECRET TRÈS SECRET			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)			

<b>PART A (continued) / PARTIE A (suite)</b>	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:	
<div><input checked="" type="checkbox"/> No Non</div> <div><input type="checkbox"/> Yes Oui</div>	
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	
<div><input checked="" type="checkbox"/> No Non</div> <div><input type="checkbox"/> Yes Oui</div>	
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis									
<input checked="" type="checkbox"/>	RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	SECRET SECRET	<input type="checkbox"/>	TOP SECRET TRÈS SECRET		
<input type="checkbox"/>	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET		
<input type="checkbox"/>	SITE ACCESS ACCÈS AUX EMPLACEMENTS								
Special comments: Commentaires spéciaux :									
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.									
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.									
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?									
				<input type="checkbox"/>	No Non	<input checked="" type="checkbox"/>	Yes Oui		
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?									
				<input type="checkbox"/>	No Non	<input checked="" type="checkbox"/>	Yes Oui		
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)									
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS									
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?									
				<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/>	Yes Oui		
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?									
				<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/>	Yes Oui		
PRODUCTION									
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?									
				<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/>	Yes Oui		
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)									
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?									
				<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/>	Yes Oui		



11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence  
gouvernementale?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
x	No	Yes
	Non	Oui

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire.

<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Non

Yes  
Oui

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate

with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le

niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer

qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Non

Yes  
Oui

<b>PART D - AUTHORIZATION / PARTIE D - AUTORISATION</b>				
13. Organization Project Authority / Chargé de projet de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Telephone No. - No de téléphone	Facsimile N° - No de télécopieur	E-mail address - Adresse courriel	Date	
14. Organization Security Authority / Responsable de la sécurité de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre		
		Signature		
Telephone No. - No de téléphone	Facsimile N° - No de télécopieur	E-mail address - Adresse courriel	Date	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?				
		<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	
16. Procurement Officer / Agent d'approvisionnement				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Telephone No. - No de téléphone	Facsimile N° - No de télécopieur	E-mail address - Adresse courriel	Date	
17. Contracting Security Authority / Autorité contractante en matière de sécurité				
Name (print) - Nom (en lettres moulées)		Title - Titre		
		Signature		
Telephone No. - No de téléphone	Facsimile N° - No de télécopieur	E-mail address - Adresse courriel	Date	