

**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**

<b>Title - Sujet</b> Informatics Professional Services		
<b>Solicitation No. - N° de l'invitation</b> EP506-123281/A		<b>Date</b> 2012-04-23
<b>Client Reference No. - N° de référence du client</b> 20123281		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$EL-629-24329		
<b>File No. - N° de dossier</b> 629el.EP506-123281	<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 2012-05-15</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 type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Josee Bastien		<b>Buyer Id - Id de l'acheteur</b> 629el
<b>Telephone No. - N° de téléphone</b> (819) 956-6770 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  <div>Specified Herein Précisé dans les présentes</div>		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Informatics Professional Services - EL Division/Services  
professionnels en informatique - division EL  
4C2, Place du Portage  
Gatineau  
Québec  
K1A 0S5

<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>	

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**BID SOLICITATION**

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

**ONE (1) ERP SYSTEM ANALYST - LEVEL 3**

**AND**

**ONE (1) ERP TECHNICAL ANALYST - LEVEL 3**

**FOR**

**PUBLIC WORKS AND GOVERNMENT SERVICES CANADA**

**TABLE OF CONTENTS**

<b>PART 1 - GENERAL INFORMATION</b>	5
1.1 Introduction	5
1.2 Summary	5
1.3 Debriefings	6
<b>PART 2 - BIDDER INSTRUCTIONS</b>	7
2.1 Standard Instructions, Clauses and Conditions	7
2.2 Submission of Bids	7
2.3 Enquiries - Bid Solicitation	7
2.4 Applicable Laws	7
2.5 Improvement of Requirement During Solicitation Period	7
2.6 Volumetric Data	8
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	9
3.1 Bid Preparation Instructions	9
3.2 Section I: Technical Bid	9

---

<b>3.3 Section II: Financial Bid</b>	11
<b>3.4 Section III: Certifications</b>	11
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	12
<b>4.1 Evaluation Procedures</b>	12
<b>4.2 Technical Evaluation - Mandatory Technical Criteria</b>	12
<b>4.3 Financial Evaluation</b>	13
<b>4.4 Basis of Selection</b>	16
<b>PART 5 - CERTIFICATIONS</b>	18
<b>5.1 Certifications Precedent to Contract Award</b>	18
<b>5.2 Federal Contractors Program - Certification</b>	18
<b>5.3 Former Public Servant Certification</b>	19
<b>5.4 Status and Availability of Resources</b>	20
<b>5.5 Education and Experience</b>	20
<b>5.6 Certification of Language - English Essential</b>	20
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS</b>	21
<b>6.1 Security Requirement</b>	21
<b>6.2 Financial Capability</b>	21
<b>PART 7 - RESULTING CONTRACT CLAUSES</b>	22
<b>7.1 Requirement</b>	22
<b>7.2 Minimum Work Guarantee</b>	22
<b>7.3 Standard Clauses and Conditions</b>	22
<b>7.4 Security Requirement</b>	23
<b>7.5 Contract Period</b>	23

<b>7.6 Authorities</b>	24
<b>7.7 Payment</b>	25
<b>7.8 Invoicing Instructions</b>	27
<b>7.9 Certifications</b>	27
<b>7.10 Applicable Laws</b>	27
<b>7.11 Priority of Documents</b>	27
<b>7.12 Foreign Nationals (Canadian Contractor)</b>	28
<b>7.13 Foreign Nationals (Foreign Contractor)</b>	28
<b>7.14 Insurance Requirements</b>	28
<b>7.15 Limitation of Liability - Information Management/Information Technology</b>	29
<b>7.16 Joint Venture Contractor</b>	31
<b>7.17 Professional Services - General</b>	31
<b>7.18 Safeguarding Electronic Media</b>	32
<b>7.19 Representations and Warranties</b>	32
<b>7.20 Access to Canada's Property and Facilities</b>	32
<b>7.21 Transition Services at end of Contract Period</b>	32
<b>7.22 Identification Protocol Responsibilities</b>	33

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

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Security Requirements Check List

Solicitation No. - N° de l'invitation

EP506-123281/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

629el

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

20123281

File No. - N° du dossier

629elEP506-123281

CCC No./N° CCC - FMS No/ N° VME

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**List of Annex and Attachment to Part 2 (Bidder Instructions):**

Annex B      Basis of Payment  
Attachment B   Bid Submission Form

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

Annex B      Basis of Payment  
Attachment A   Bid Evaluation Criteria  
Attachment B   Bid Submission Form

**List of Annex and Attachment to Part 4 (Evaluation Procedures and Basis of Selection):**

Annex B      Basis of Payment  
Attachment A   Bid Evaluation Criteria

**BID SOLICITATION**

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

**ONE (1) ERP SYSTEM ANALYST - LEVEL 3**

**AND**

**ONE (1) ERP TECHNICAL ANALYST - LEVEL 3**

**FOR**

**PUBLIC WORKS AND GOVERNMENT SERVICES CANADA**

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

This document states terms and conditions that apply to bid solicitation # **EP506-123281**. It is divided into seven parts plus annexes and attachments as follows:

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

The annexes and attachments include the Statement of Work, the Basis of Payment, the Security Requirements Check List, the Bid Evaluation Criteria and the Bid Submission Form.

**1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of Public Works and Government Services Canada (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of one contract, for one (1) year plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.

Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.

- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement, and the Canada-Panama Free Trade Agreement.
- (e) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/D series of Supply Arrangements (SAs) are eligible to compete. The TBIPS Supply Arrangement EN578-055605/D is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (f) Supply Arrangement (SA) Holders that are invited to compete as a Joint Venture, must submit a proposal as the Joint Venture and must have already been qualified under the SA #EN578-055605/D as a joint venture.
- (g) The following resources in Categories of Personnel described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "B":

CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED	TOTAL ESTIMATED # OF DAYS REQUIRED (PER YEAR)
ERP System Analyst	Level 3	1	240
ERP Technical Analyst	Level 3	1	240

### 1.3 Debriefings

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

## 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, with Subsection 5.4 amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2003 and this document, this document prevails.

### 2.2 Submission of Bids

- (a) 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.4 Applicable Laws

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

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

### 2.5 Improvement of Requirement During Solicitation Period



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

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

## 2.6 Volumetric Data

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

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

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

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

### 3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

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

SECURITY INFORMATION	BIDDER TO INSERT DATA
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	

Security Screening Certificate and Briefing Form file number	
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- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment "A", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment "A", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iv) **For the Proposed Resources:** The technical bid must include résumés for the resources identified in the bid solicitation in Attachment "A". The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
  - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
  - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
  - (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant date(s) (month and year) for the experience claimed (i.e., the start date and end date).
  - (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as this bid solicitation, will not be considered "demonstrated" for evaluation purposes. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

- (v) **Customer Reference Contact Information:** 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, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

### 3.3 Section II: Financial Bid

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

### 3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

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

### 4.2 Technical Evaluation - Mandatory Technical Criteria

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

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

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated evaluation criteria are described in Attachment "A" - Bid Evaluation Criteria.

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

of successful completion of formal training, as well as reference information. The Contracting Authority reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided.

#### 4.3 Financial Evaluation

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

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

- 1) There are two financial evaluation methods possible for this requirement. The first method will be used if 3 or more bids are determined responsive (see 2) Financial Evaluation - Method 1 below), and the second method will be used if fewer than 3 bids are determined responsive (see 3) Financial Evaluation - Method 2 below).
- 2) Financial Evaluation - Method 1: The following financial evaluation method will be used if 3 or more bids are determined responsive:

- (i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each period and each Resource Category, the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 20% of the median, and any rate of a value of plus (+) 30% of the median. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

- (ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

- (A) A Bidder's proposed firm per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Resource Category will be allocated 0 point.

- (B) A Bidder's proposed firm per diem rate falling within the upper and lower median band limits, for that period and Resource Category, will be allocated points using the following calculation, which will be rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate within the median band limit}} \times \text{Maximum Points Assigned at Table 1 below}$$

- (C) A Bidder's proposed firm per diem rate falling within the established median band limits which is the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 1 below.

**TABLE 1 - MAXIMUM POINTS ASSIGNED**

RESOURCE CATEGORIES	INITIAL (1 YEAR) CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	TOTAL POINTS
ERP System Analyst - Level 3	100	100	100	300
ERP Technical Analyst - Level 3	100	100	100	300
<b>TOTAL</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>600</b>

- (iii) **STEP 3 - TOTAL FINANCIAL SCORE:** Points allocated under STEP 2 for each period and Resource Category will be added together and rounded to two decimal places to produce the total financial score. Bidders will find below an example of a financial evaluation using method 1.

- (iv) **EXAMPLE OF A FINANCIAL EVALUATION USING METHOD 1**

**TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD 1:**

Resource Category	Max. Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
<b>TOTAL</b>	<b>300</b>						

**STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH YEAR AND EACH RESOURCE CATEGORY**

- (Median 1) For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.
- (Median 2) For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.
- (Median 3) For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.
- (Median 4) For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.
- (Median 5) For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.
- (Median 6) For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.

**STEP 2 - POINTS ALLOCATION:****Bidder 1:**

- Programmer Year 1 = 75 points (lowest rate within the lower and upper median band limits)  
 Programmer Year 2 = 75 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits)  
 Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)
- Project Manager Year 1 = 0 points (outside the lower and higher median band limits)  
 Project Manager Year 2 = 22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)

**Bidder 2:**

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

Programmer Year 1	= 71 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)
Programmer Year 2	= 67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1	= 50 points (lowest price within the lower and upper median band limits)
Business Analyst Year 2	= 48 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
Project Manager Year 1	= 23 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
Project Manager Year 2	= 25 points (lowest price within the lower and upper median band limits)

**Bidder 3:**

Programmer Year 1	= 67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Programmer Year 2	= 67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1	= 46 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts)
Business Analyst Year 2	= 0 points (outside the lower and higher median band limits)
Project Manager Year 1	= 25 points (lowest price within the lower and upper median band limits)
Project Manager Year 2	= 25 points (lowest price within the lower and upper median band limits)

<b>STEP 3 - TOTAL FINANCIAL SCORE:</b>
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**Bidder 1**

75 + 75 + 50 + 50 + 0 + 22 = Total financial score of 272 points out of a possible 300 points

**Bidder 2**

71 + 67 + 50 + 48 + 23 + 25 = Total financial score of 284 points out of a possible 300 points

**Bidder 3**

67 + 67 + 46 + 0 + 25 + 25 = Total financial score of 230 points out of a possible 300 points

- 3) Financial Evaluation - Method 2: The following financial evaluation method will be used if less than 3 bids are determined responsive:
- (i) **STEP 1 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:
- (A) Points will be established based on the following calculation, with points rounded to two decimal places:
- $$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Maximum Points Assigned at Table 3 below}$$
- (B) The Bidder with the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 3 below.



TABLE 3 - MAXIMUM POINTS ASSIGNED				
RESOURCE CATEGORIES	INITIAL (1 YEAR) CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	TOTAL POINTS
ERP System Analyst - Level 3	100	100	100	300
ERP Technical Analyst - Level 3	100	100	100	300
<b>TOTAL</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>600</b>

**STEP 2 - TOTAL FINANCIAL SCORE:** Points allocated under STEP 1, for each period and each Resource Category, will be added together and rounded to two decimal places to produce the Total Financial Score.

(c) **Formulae in Pricing Tables**

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

**4.4 Basis of Selection**

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid that obtains the highest combined rating of technical merit and price, by adding the technical score with the financial score, will be recommended for award of a contract. The total possible technical score is 60 while the total possible financial score is 40.
- (b) One contract may be awarded in total as a result of this solicitation.
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (d) If more than one Bidder is ranked first because of identical overall scores, then the Bidder with the lowest price will become the top-ranked Bidder.
- (e) **Evaluation of Proposal - Best Overall Value**

The Method of Selection to issue the resulting Contract is the Best Overall Value.

The technically responsive proposal that obtains the highest combined rating 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 60 while the total financial score is 40. Where two or more proposals achieve the identical highest combined technical (60%) and financial (40%) score, the proposal with the lowest total price will be recommended for award of a contract.

For each proposal:

Calculation of Technical Score: The technical component score will constitute 60% of the total Bidder's score. The Final Technical score (out of 60 points) will be computed for each responsive Bidder. The Final Technical score will then be converted to points (i.e. Scored), and rounded to two decimal places, based upon compliant proposals at this phase of the evaluation, using the following formula:

$$\frac{\text{Total Bidder Technical Score Obtained}}{215 \text{ points}} \times 60 \text{ Points} = \text{Technical Score (Max. of 60 points)}$$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

**The Bidder must obtain a minimum overall pass mark of 150 points out of a maximum of 215 points in order to be considered responsive.**

Calculation of Financial Score: The Total Estimated Cost, will be calculated, in accordance with the following formula:

$$\frac{\text{Bidder's Total Financial Score}}{600 \text{ Points}} \times 40 \text{ Points} = \text{Financial Proposal Score (Max. of 40 points)}$$

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

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

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

### 5.3 Former Public Servant Certification

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

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

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

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

#### 5.4 Status and Availability of Resources

- (a) By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.5 Education and Experience

- (a) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- (b) All of the resources proposed must meet the minimum experience requirements detailed in the Supply Arrangement for the category of personnel for which they are being proposed. By submitting a bid, the SA Holder acknowledges that the Department of Public Works and Government Services Canada reserves the right to verify this certification prior to contract award or during contract performance and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.

#### 5.6 Certification of Language - English Essential

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

## 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; and
  - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses.
- (b) Canada will not delay the award of any contract to allow Bidders to obtain the required clearance.
- (c) For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

### 6.2 Financial Capability

- (a) SACC Manual clause A9033T (2011-05-16) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture Bidder, each member of the joint venture must meet the financial capability requirements.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes providing professional services, as and when requested by Canada to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is Public Works and Government Services Canada (PWGSC).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract.

### 7.2 Minimum Work Guarantee

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

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

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

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

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

## 7.4 Security Requirement

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

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

#### PWGSC FILE EN578-055605 - Revision2011

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

## 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 (1) 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 two (2) additional one (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 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:

Name: Josée Bastien  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: Informatics and Telecommunications Systems Procurement Directorate  
 Address: 11 Laurier St., Gatineau, Québec K1A 0S5  
 Telephone: (819) 956-6770  
 Facsimile: (819) 953-3703  
 E-mail address: josee.bastien@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**(b) Technical Authority**

The Technical Authority for the Contract is:

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

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

**(c) Contractor's Representative**

The Contractor's Representative for the Contract is:

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

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

## 7.7 Payment

### (a) Basis of Payment

- (i) **Professional Services:** For the provision of professional services, as and when requested by Canada, the Contractor shall be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ \_\_\_\_\_

- (ii) **GST/HST:** Estimated Cost: \$ \_\_\_\_\_

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

- (iv) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If three times or more the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

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

### (b) Limitation of Expenditure

- (i) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are excluded or subject to exemption and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
- (A) it is 75 percent committed, or
- (B) 4 months before the Contract expiry date, or

(C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

(c) **Method of Payment - Monthly Payment**

(i) H1008C (2008-05-12), Monthly Payment

(d) **Time Verification**

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

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

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

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

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

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

## 7.8 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, and a copy to the Contracting Authority.

## 7.9 Certifications

- (a) Compliance with the certifications provided by the Contractor in its response to the bid solicitation 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 \_\_\_\_\_. *(insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)*

## 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 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2012-03-02);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;

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

- (g) Supply Arrangement Number EN578-055605/xxx/EI (the "Supply Arrangement"); and
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*).

## 7.12 Foreign Nationals (Canadian Contractor)

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

## 7.13 Foreign Nationals (Foreign Contractor)

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

## 7.14 Insurance Requirements

### (a) Contractor's Responsibility

- (i) It will be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract. Any such insurance will be provided and maintained by the Contractor at its own expense.
- (ii) The insurance stipulation provisions contained herein will not limit any insurance required by federal, provincial or municipal law. The required insurance is to the benefit and protection of the Contractor and will not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provision of the Contract.
- (iii) To meet the insurance requirements of the Contract, the Contractor must provide, upon request, in its application a Certificate of Insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements or, at the request of the Contracting Authority, a certified true copy of all applicable insurance policies.
- (iv) Commercial General Liability (CGL)

Commercial General Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$5 million** per accident or occurrence and in the annual aggregate.

### (b) CGL Endorsements

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

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

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

- (vi) Contingent Employer's Liability Endorsement": To protect Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of their employees;
  - (vii) Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, will be included as additional insured.
  - (viii) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries.
  - (ix) Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.
  - (x) Personal Injury Broad Form: While not limited to, the endorsement should include coverage for Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (xi) Independent Contractors Liability Endorsement (if any): Unless otherwise insured elsewhere, and evidence thereof is secured by the Contractor; all subcontractors are included as Insured by the policy;
  - (xii) Non-Owned Automobile Endorsement: To protect the Contractor for liabilities arising by their use of vehicles owned by other parties including Canada.
  - (xiii) Where the Contractor is a Joint Venture, for the purposes of the Contract and any related documents (including insurance certificates), Canada requires that the Joint Venture Contractor identify itself by a single name. Upon request by Canada, a Joint Venture Contractor must specify the name of the Joint Venture to the Contracting Authority.
- (c) Errors and Omissions insurance
- Errors and Omissions Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$500K** per loss and in the annual aggregate, inclusive of defence costs.
- If this is a claims made policy and the duration of the Contract exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Contractor.
- (d) Errors and Omissions Endorsements
- The following clauses must be incorporated into the conditions of the Contractor's Errors and Omissions Liability coverage:
- (i) Notice of Cancellation Endorsement: The Insurer agrees to provide the Contracting Authority thirty-day written notice of policy cancellation.

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

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

**(b) First Party Liability:**

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

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

**(c) Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

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

#### 7.16 Joint Venture Contractor

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

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

#### 7.17 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. The individuals proposed in its bid is required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual in accordance with the Article titled, "Replacement of Specific Individuals" in the General Conditions 2035. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Client's operating environment. In respect of any



given Category of Resource, any replacement resource will be rated by the Technical Authority and the score obtained must be equal or superior to the score obtained for that original resource.

- (b) If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Specific Individuals"), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- (c) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- (d) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Technical Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- (e) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

#### **7.18 Safeguarding Electronic Media**

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

#### **7.19 Representations and Warranties**

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. 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.

#### **7.20 Access to Canada's Property and Facilities**

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

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

## 7.21 Transition Services at end of Contract Period

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

## 7.22 Identification Protocol Responsibilities

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

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

## **ANNEX A**

### **STATEMENT OF WORK**

The Integrated Services Branch (ISB), Shared Services Integration (SSI) sector, Human Resources Information System (HRIS), requires "as-and-when-requested" professional services of one (1) ERP System Analyst Level 3 and one (1) ERP Technical Analyst Level 3 for the replacement of the HRIS legacy application with the GC HRMS version 8.9 PeopleSoft application.

#### **1. BACKGROUND**

The SSI provides integrated program support and management for five (5) administrative systems clusters of departments for the Government of Canada focused on financial, materiel, and human resources management: Government of Canada Human Resources Management System (GC HRMS); Human Resources Information System (HRIS); Integrated Financial and Materiel System (IFMS); AMMIS a materiel management system; and FreeBalance.

The Human Resources Information System (HRIS) cluster member departments are looking to renew their current Human Resources system to enable greater flexibility and functionality in service delivery. HRIS Cluster members understand that they need to be well positioned to meet the challenges of Government of Canada (GC) transformational initiatives. The HRIS governance structure approved a business case to move forward with the modernization of HRIS. The approved option was centralized hosting by Public Works and Government Services Canada (PWGSC) using GC HRMS configuration.

The option will use the existing version of the Government of Canada (GC) Human Resources Management System (HRMS) application version 8.9. The GC HRMS is a modified version of the commercial Oracle/PeopleSoft product that includes GC requirements. With this option all clients will be on the same version of the database and software. The project objectives are the establishment of a single production instance of the GC HRMS product, the establishment of infrastructure to be hosted by Shared Services Canada (SSC), the establishment of an application support organization, and the migration of 2 of the 31 member departments to the new instance.

#### **2. OBJECTIVE**

The Human Resources Information System (HRIS) Modernization Project requires the services of one (1) ERP System Analyst – Level 3 and one (1) ERP Technical Analyst – Level 3.

The analysts will design and execute a systems solution for the project.

The objective of the contract is to secure consultants that are fully versed in the use of PeopleSoft HRMS version 8.9 in order to successfully execute the project objectives, as stated above.

#### **3. SCOPE OF WORK**

##### **3.1 ERP System Analyst – Level 3**

The ERP System Analyst will work with the senior project executive and senior level management in carrying out the specific tasks related to this engagement. Project oversight will be provided through the Product Director, Human Resources Information System.

##### **TASKS:**

The ERP System Analyst will be responsible for, but not limited to doing the following:

- 3.1.1 Lead the project and provide direction and coordination of: development tasks to meet business requirements, the integration of technical and functional tasks, and infrastructure design requirements;
- 3.1.2 Lead the development of a multi-company solution for the project;
- 3.1.3 Ensure the solution is fully multi-company compliant;
- 3.1.4 Integrate, analyze and validate Common HR Business Processes (CHRBP) against the PeopleSoft GC HRMS 8.9 solution;
- 3.1.5 Provide functional and technical expertise/advice on PeopleSoft GC HRMS version 8.9 modules and available functionality;
- 3.1.6 Provide support to the Business Analyst and/or functional resources during requirements gathering and acceptance testing;
- 3.1.7 Participate in the review of all customization requests and their associated costs for new modules and reports and all maintenance activity;
- 3.1.8 Oversee and assist with data mapping, data conversion, data integrity issues and data clean-up activities;
- 3.1.9 Ensure that any changes to the application do not conflict with the GC Pay Interface module;
- 3.1.10 Assist developers in the understanding of design specifications by explaining what the system must do and by providing specifications that are clear, complete and consistent (requirements do not conflict);
- 3.1.11 Participate in testing, monitoring and reconciliation work related to reports and data quality;
- 3.1.12 Develop and present demonstrations of the new product functionality;
- 3.1.13 Perform and document fit/gap analysis on the HRIS legacy system to the PeopleSoft GC HRMS version 8.9 application;
- 3.1.14 Execute compare reports and perform analysis of the records, fields and PeopleCode;
- 3.1.15 Prepare, develop material and facilitate information gathering sessions;
- 3.1.16 Update the project plan; and
- 3.1.17 Provide the senior project executive with status, issue, risk, scope creep updates and escalate issues/risks as appropriate.

### 3.2 ERP Technical Analyst – Level 3

The ERP Technical Analyst will work with the senior project executive and senior level management in carrying out the specific tasks related to this engagement. Project oversight will be provided through the Product Director, Human Resources Information System.

#### TASKS:

The ERP Technical Analyst will be responsible for, but not limited to doing the following:

- 3.2.1 Provide technical expertise and advice on PeopleSoft GC HRMS modules version 8.9 and on PeopleSoft HRMS version 9.x where required;
- 3.2.2 Participate in the review of all customization requests and their associated costs for new modules and reports and all maintenance activity;
- 3.2.3 Provide expertise (understanding and knowledge) to the project team related to experience in the implementation and upgrading of PeopleSoft HRMS version 8.9;
- 3.2.4 Provide expertise (understanding and knowledge) to the project team related to the configuration and support of PeopleSoft HRMS Integration Broker;
- 3.2.5 Perform PeopleSoft HRMS IT tasks such as conducting technical analysis and using PeopleCode and PS objects to determine functional fit;

- 3.2.6 Provide technical analysis of PeopleSoft version 8.9 and 9.x technologies including functionality delivered with 9.1;
- 3.2.7 Use PeopleSoft Tools 8.4x or greater (i.e. Security Administrator, Application Designer, datamover, Translate Facility, Message Catalog, etc.) in performing analytical requirements;
- 3.2.8 Translate business requirements into technical specifications for PeopleSoft GC HRMS 8.9;
- 3.2.9 Review technical specifications for PeopleSoft GC HRMS 8.9, or 9.x;
- 3.2.10 Ensure that any changes to the application do not conflict with the GC Pay Interface module;
- 3.2.11 Apply Updates and Fixes released by the Government of Canada and Oracle when required;
- 3.2.12 Develop technical specifications for PeopleSoft GC HRMS 8.9, or 9.x;
- 3.2.13 Perform any configuration changes required for the multi-company environment;
- 3.2.14 Configure Integration Broker components for PeopleSoft GC HRMS 8.9;
- 3.2.15 Configure and/or set-up of PeopleSoft's Internet Architecture (PIA);
- 3.2.16 Perform data mapping and conversion testing;
- 3.2.17 Manage and take necessary action to address defects during acceptance testing including identifying the underlying cause of problems/incidents and their subsequent resolution and prevention;
- 3.2.18 Performance tune the solution including batch processing; and
- 3.2.19 Provide the senior project executive with status, issue, risk, scope creep updates and escalate issues/risks as appropriate.

#### **4. DELIVERABLES**

The Contractor will provide, but not limited to, the following deliverables :

- 4.1 Provide the senior project executive with status, issue, risk, scope creep and updates as appropriate and when requested.
- 4.2 Report on project status on a weekly basis:
  - Timesheets – Showing hours worked on daily basis (weekly).
  - Progress Reports – Showing work activities completed against project plan (weekly).
    - Significant Accomplishments: Showing all activities completed.
    - Planned Accomplishments: Showing all activities planned for the next period.
    - Unplanned Activities: Showing all activities completed which were not planned for the period.

**ANNEX B****BASIS OF PAYMENT**

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

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

**INITIAL CONTRACT PERIOD:**

				<b>Initial Contract Period (Date of Contract award for a period of one year)</b>
	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E*)</b>
<b>Category of Personnel</b>	<b>Level of Expertise</b>	<b>SA Per Diem Rate</b>	<b>% Discount</b>	<b>Firm Per Diem Rate</b>
ERP System Analyst	Level 3	\$		\$
ERP Technical Analyst	Level 3	\$		\$
<b>Total Estimated Contract Period Cost:</b>				<b>\$ &lt;TBD&gt;</b>

**OPTION PERIOD**

				<b>Option Period 1 (For a period of one year)</b>
	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E*)</b>
<b>Category of Personnel</b>	<b>Level of Expertise</b>	<b>SA Per Diem Rate</b>	<b>% Discount</b>	<b>Firm Per Diem Rate</b>
ERP System Analyst	Level 3	\$		\$
ERP Technical Analyst	Level 3	\$		\$
<b>Total Estimated Option 1 Cost:</b>				<b>\$ &lt;TBD&gt;</b>

				<b>Option Period 2 (For a period of one year)</b>
	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E*)</b>
<b>Category of Personnel</b>	<b>Level of Expertise</b>	<b>SA Per Diem Rate</b>	<b>% Discount</b>	<b>Firm Per Diem Rate</b>
ERP System Analyst	Level 3	\$		\$
ERP Technical Analyst	Level 3	\$		\$
<b>Total Estimated Option 2 Cost:</b>				<b>\$ &lt;TBD&gt;</b>

<b>Total Estimated Cost</b>	
<b>(Total Contract Period + Option Period 1 + Option Period 2)</b>	<b>\$TBD</b>

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME



Solicitation No. - N° de l'invitation

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CCC No./N° CCC - FMS No./N° VME

**ANNEX C**  
**SECURITY REQUIREMENTS CHECK LIST**  
**SEE ATTACHED**

## ATTACHMENT A BID EVALUATION CRITERIA

For the resources proposed, the Bidder must include one up to date résumé for a total of 2 résumés.

To facilitate bid preparation and evaluation, Bidders must prepare and submit their proposal using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that the evaluator can verify this information. It is not acceptable that the tables should contain all the project information from the résumé. Only the specific answer should be provided.

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

### Personnel Qualification Requirements

#### 1. MANDATORY REQUIREMENTS:

##### 1.1 ERP SYSTEM ANALYST - LEVEL 3

<b>Experience and Expertise of the Proposed ERP System Analyst , Level 3</b>			
Name of proposed Resource: _____			
The Bidder <b>MUST</b> demonstrate that the Proposed ERP System Analyst, Level 3 has:			
Criteria	Mandatory Requirement	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
<b>M.1</b>	A minimum of ten (10) years experience performing ERP application systems analysis on PeopleSoft HRMS.		
<b>M.2</b>	A minimum of two (2) years experience performing ERP application systems analysis, on Oracle/PeopleSoft HRMS version 8.9 or above, providing solutions for multi-company* (data separation).  * A minimum of five (5) organizations		
<b>M.3</b>	A minimum of two (2) years experience performing ERP application systems analysis, on Oracle/PeopleSoft HRMS version 8.9 or above, providing solutions for common application configuration for multiple organizations*.  *A minimum of five (5) organizations.		

**1.2 ERP TECHNICAL ANALYST - LEVEL 3****Experience and Expertise of the Proposed ERP Technical Analyst, Level 3****Name of proposed Resource:** \_\_\_\_\_**The Bidder MUST demonstrate that the Proposed ERP Technical Analyst, Level 3 has:**

Criteria	Mandatory Requirement	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
<b>M.1</b>	A minimum of ten (10) years experience, within the last fifteen (15) years, performing all of the following PeopleSoft HRMS IT tasks:  - Installation and configuration of the PeopleSoft Internet Architecture and client/server infrastructure; - Implementing technical and data conversion plans; and - Conducting technical analysis.		
<b>M.2</b>	A minimum of four (4) years experience implementing or upgrading PeopleSoft version 8.9 or above.		
<b>M.3</b>	A minimum of five (5) years experience, within the last ten (10) years, using PeopleSoft HRMS Integration Broker.		
<b>M.4</b>	A minimum of three (3) years experience, within the last ten (10) years, providing upgrade kits for PeopleSoft HRMS.		

## 2. POINT RATED REQUIREMENT

### 2.1 ERP SYSTEM ANALYST - LEVEL 3

Experience and Expertise of the Proposed ERP System Analyst, Level 3				
Name of proposed Resource: _____				
The Bidder SHOULD demonstrate that the Proposed ERP System Analyst, Level 3 has:				
			Bidder's Response	
#	Rated Criteria	Points Max	Demonstrated Experience	Insert Page # of Resume
R.1	Experience performing ERP application systems analysis on PeopleSoft HRMS project(s), providing direction and coordination of the following:  - development tasks to meet business requirements, - the integration of technical and functional tasks, and - infrastructure design requirements.	10	1+ to 3 yrs = 3 points 3+ to 5 yrs = 7 points 5+ yrs = 10 points	
R.2	Experience integrating, analyzing and validating Common HR Business Processes (CHRBP).	20	1+ to 2 yrs = 10 points 2+ to 3 yrs = 15 points 3+ yrs = 20 points	
R.3	Experience with data mapping, data conversion, data integrity issues and data clean-up.	20	1+ to 6 yrs = 10 points 6+ to 9 yrs = 15 points 9+ yrs = 20 points	
R.4	Experience within the last five (5) years performing fit/gap modeling analysis on a non-PeopleSoft to PeopleSoft HRMS product.	10	6+ to 12 months = 3 points 12+ to 24 months = 7 points 24+ months = 10 points	
R.5	Experience analyzing records, fields and PeopleCode compare reports.	10	1+ to 5 yrs = 3 points 5+ to 10 yrs = 7 points 10+ yrs = 10 points	
R.6	Experience within the last five (5) years facilitating information gathering sessions.	5	6+ to 12 months = 2 points 12+ to 24 months = 4 points 24+ months = 5 points	
R.7	Experience coordinating or analyzing PeopleSoft GC HRMS Regional Pay Interface application architecture.	10	1+ to 3 months = 3 points 3+ to 6 months = 7 points 6+ months = 10 points	
R.8	Experience within the last five (5) years coordinating GC HRMS project(s) that require coordination across multiple organizations*.  * A minimum of five (5) organizations.	10	6+ to 12 months = 3 points 12+ to 24 months = 7 points 24+ months = 10 points	

<b>MAX. AVAILABLE POINTS</b>	<b>95</b>	
<b>MIN. POINTS REQUIRED</b>	<b>66</b>	
<b>POINTS ACHIEVED</b>		
<b>Note: Proposals that do not meet the above minimum pass mark of 70% will be found non-responsive.</b>		

## 2.2 ERP TECHNICAL ANALYST - LEVEL 3

Experience and Expertise of the Proposed ERP Technical Analyst, Level 3				
Name of proposed Resource: _____				
The Bidder SHOULD demonstrate that the Proposed ERP Technical Analyst, Level 3 has:				
#	Rated Criteria	Points Max	Bidder's Response	Insert Page # of Resume
R.1	Experience performing ERP application technical analysis on PeopleSoft HRMS version 8.9 or greater.	20	1+ to 2 yrs = 10 points 2+ to 4 yrs = 15 points 4+ yrs = 20 points	
R.2	Experience performing technical analysis on PeopleSoft 9.x implementation or upgrade project(s).	20	2+ to 3 months = 10 points 3+ to 6 months = 15 points 6+ months = 20 points	
R.3	Experience performing development and maintenance activities using PeopleTools 8.4x or greater.	20	1+ to 2 yrs = 10 points 2+ to 4 yrs = 15 points 4+ yrs = 20 points	
R.4	Experience applying GC and Oracle Commercial PeopleSoft HRMS Updates and Fixes within the last ten (10) years.	20	1+ to 3 yrs = 10 points 3+ to 5 yrs = 15 points 5+ yrs = 20 points	
R.5	Experience developing or reviewing technical specifications for PeopleSoft GC HRMS 8.9 or PeopleSoft 9.x.	20	1+ to 2 yrs = 10 points 2+ to 3 yrs = 15 points 3+ yrs = 20 points	
R.6	Experience working on multiple versions of the PeopleSoft HRMS product, from 3.22 to 9.x (3.22, 4, 5, 5.5, 6, 7, 7.5, 8, 8.9, 9.x).	10	1 point for each version up to a maximum of 10 points.	
R.7	Experience configuring and/or setting-up PeopleSoft's Internet Architecture (PIA).	5	1+ to 3 yrs = 2 points 3+ to 5 yrs = 4 points 5+ yrs = 5 points	

**Experience and Expertise of the Proposed ERP Technical Analyst, Level 3****Name of proposed Resource:** \_\_\_\_\_**The Bidder SHOULD demonstrate that the Proposed ERP Technical Analyst, Level 3 has:**

			Bidder's Response	
#	Rated Criteria	Points Max	Demonstrated Experience	Insert Page # of Resume
R.8	Experience with the Oracle Government of Canada Pay Interface module performing the following activities:  - Creating; - Managing; and - Testing detailed technical requirements.	5	1+ to 3 yrs = 2 points 3+ to 5 yrs = 4 points 5+ yrs = 5 points	
MAX. AVAILABLE POINTS		120		
MIN. POINTS REQUIRED		84		
POINTS ACHIEVED				
Note: Proposals that do not meet the above minimum pass mark of 70% will be found non-responsive.				

**TOTAL POINTS ACHIEVED**

<b>TOTAL MAX. AVAILABLE POINTS (2.1+2.2)</b>	<b>215</b>
<b>MIN. POINTS REQUIRED (2.1+2.2)</b>	<b>150</b>
<b>TOTAL POINTS ACHIEVED (2.1+2.2)</b>	

## ATTACHMENT B

### BID SUBMISSION FORM

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)	

<b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b>	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :	
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:	(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;	
(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE.	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
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.	(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	
For joint ventures, be sure to provide this information for each of the members of the joint venture.	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
<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.]		
<b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i>		
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: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
<b>Signature of Authorized Representative of Bidder</b>		