

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

11 Laurier St., / 11, rue Laurier

Place du Portage, Phase III

Core 0A1/Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet INFORMATICS PROFESSIONAL SERVICES	
Solicitation No. - N° de l'invitation 24062-120046/A	Date 2012-02-20
Client Reference No. - N° de référence du client 24062-120046	
GETS Reference No. - N° de référence de SEAG PW-\$\$EL-619-23741	
File No. - N° de dossier 619el.24062-120046	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-12	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Perkins, Deborah	Buyer Id - Id de l'acheteur 619el
Telephone No. - N° de téléphone (819) 956-8656 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TREASURY BOARD OF CANADA, SECRETARIAT ESPL LAURIER WEST TOWER 300 LAURIER AVE - ROOM P-155 OTTAWA Ontario K1A0R5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

4C2, Place du Portage

Gatineau

Québec

K1A 0S5

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


 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No.24062-120046/A		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions		See Part 2 for Clauses and Conditions		See Part 2 for Clauses and Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Del. Offered Liv. offerte	Delivery Req. Livraison Req.	See Herein			
						Destination	FOB/FAM Plant/Usine						
1	INFORMATICS PROFESSIONAL SERVICES	24062	24062	1	LOT	\$	XXXXXXXXXXXX						

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PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation 24062-120046/A. It is divided into seven parts plus annexes and attachments as follows:

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

The annexes include the Statement of Work, the Basis of Payment, the RFP Evaluation Criteria, the Bid Submission Form and any other annexes or attachments.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Treasury Board of 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(s), for one year plus two one-year irrevocable option periods 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://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement if it is in force, and the Canada-Panama Free Trade Agreement if it is in force.

- (e) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region (NCR) 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) 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
Business Analyst	Level 3	2
Application/software Architect	Level 2	2
Programmer/Analyst	Level 2	2
Tester	Level 2	1

1.3 Communications Notification

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with Subsection 5.4 amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.2 Submission of Bids

- (a) 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.

Solicitation Closes:

At 02:00 PM On (2012/03/12) Time Zone: Eastern Daylight Saving Time EDST

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

- (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 seven (7) 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.

<p>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.</p>
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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 (four hard copies)
 - (ii) Section II: Financial Bid (one hard copy)
 - (iii) Section III: Certifications (one hard copy)

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

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

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (ii) use a numbering system that corresponds to the bid solicitation;
 - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
 - (iv) include a table of contents.
- (c) Multiple bids from the same Bidder 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 bidding in their own capacity are not considered the same Bidder as a joint venture in which they form a part. If any Bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

3.2 Section I: Technical Bid

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

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

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Annex 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 Annex "F" 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. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
 - (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant date(s) (month and year) for the experience claimed (i.e., the start date and end date).
 - (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as this bid solicitation, will not be considered "demonstrated" for evaluation purposes. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

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

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation and Annex "C" to Part A of their Supply Arrangement. 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 first year of the resulting contract(s) period. Failure to abide with this condition will result in a bid being considered non-responsive.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

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

4.2 Technical Evaluation - Mandatory Technical Criteria

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

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

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

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

4.3 Financial Evaluation

- (a) The Bidder must provide firm, all inclusive per diem rates for the initial contract period and option periods for each 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-compliant.

(b) **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- (i) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- (ii) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;

- (iii) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- (iv) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least 20% lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s).

(c) **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 - DETERMINING THE LOWER AND UPPER MEDIAN BANDS 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 the lower median rate to a value of minus (-) 20% of the median, and an upper median rate to 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 points.
- (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:

Lowest proposed firm per diem rate
within the median band limits _____ x Maximum Points Assigned
Bidder's proposed firm per diem rate at Table 1 below
Within the median band limit

- (C) A Bidder's proposed firm per diem rate falling within the pre-determined 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 (3 YEARS) CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	TOTAL POINTS
Business Analyst Level 3	150	50	50	250
Applications/Software Architect Level 2	150	50	50	250
Programmer/Analyst Level 2	200	100	100	400
Tester Level 2	150	50	50	250
TOTAL	650	250	250	1,150

- (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**

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
TOTAL	300						
STEP 1 - DETERMINING THE LOWER AND UPPER MEDIAN BANDS 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:

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)

STEP 3 - TOTAL FINANCIAL SCORE:**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:
- $$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Maximum Points Assigned at Table 1 below}$$
- (B) The Bidder with 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 (3 YEARS) CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	TOTAL POINTS
Business Analyst Level 3	150	50	50	250
Applications/Software Architect Level 2	300	100	100	500
Programmer/Analyst Level 2	225	75	75	375
Tester Level 2				
TOTAL	675	225	225	1,125

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.

(d) **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 best financial score 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:

$$\frac{\text{Total Bidder Technical Score Obtained}}{370 \text{ points}} \times 60 \text{ Points} = \text{Technical Score (Max. of 60 points)}$$

The Bidder must obtain the minimum overall pass mark of 259 points out of a maximum of 370 points in order to be considered responsive.

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

The 'Total Estimated Cost' for each Category of Personnel will be calculated by multiplying Bidder's Firm Per Diem Rate (or Lower Median Band Limit, whichever is higher), by the Estimated Number of Days. The 'Total Estimated Cost' for each Category of Personnel will then be aggregated to compute the 'Total Estimated Cost'. The Bidder's Total Estimated Cost 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:

$$\frac{\text{Bidder's Total Financial Score}}{\text{Table 1 - Maximum Points Assigned}} \times 40 \text{ Points} = \text{Financial Proposal Score (Max. of 40 points)}$$

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

- (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or
 - (iv) subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

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

5.3 Former Public Servant Certification

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

Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canadian Pension Plan Act, R.S., 1985, c. C-8.

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

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

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 or in response to a Task Authorization 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. If for reasons beyond its control, the Bidder is unable to provide the services of the proposed individual, the Bidder may propose a substitute who will be rated by the technical authority and the rated score obtained must be equal or superior as the original resource being replaced. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

- (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 - Essential

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 fluent in both official languages of Canada (French and English). The individual proposed must be able to communicate orally and in writing 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;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.2 Task Authorization

- (a) **Purpose of TA:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using a Task Authorization ("TA").
- (b) **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation to the authority identified in the TA detailing the cost and time to complete the task. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 10 working days of the request.

- (c) **Approval Process:** If Canada approves the Contractor's task quotation, Canada (by its authorized representative, as described in this Article) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.

- (d) **Authority to Issue a TA:** Any TA with a value less than or equal to \$300,000.00 (including GST/HST) may be issued by the Technical Authority. Any TA with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's authority to issue TAs at any time.

To be validly issued, a TA must include the following signatures:

For any TA with a value less than or equal to \$300,000.00 (including GST/HST), the TA must be signed by:

the Technical Authority; and

a representative of the Administration and Security Directorate, Corporate Services Sector of the Treasury Board Secretariat (TBS).

For any TA with a value greater than this amount, a TA must include the following signatures:

the Technical Authority;

a representative of the Administration and Security Directorate, Corporate Services Sector of the Treasury Board Secretariat (TBS); and

the Contracting Authority.

- (e) **Task Authorization Quotations:** The Contractor is required to submit a responsive quotation in response to every TA Form issued to it by Canada. In addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least three instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories of Personnel identified in the TA at pricing not exceeding the rates of Annex "B".

- (f) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:

(i) a task number;

(ii) the details of any financial coding to be used;

(iii) the number of resources in each category required;

- (iv) a brief statement of work for the task outlining the activities to be performed and identifying any deliverables;
 - (v) the interval during which the task is to be carried out (beginning and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-days of effort required;
 - (viii) the specific work location;
 - (ix) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (x) any other constraints that might affect the completion of the task.
- (g) **TA Reports:** The Contractor must submit a TA report on a quarterly basis that identifies each TA issued during that quarter and its dollar value. The TA report must be sent to the Technical authority.
- (h) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (i) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

7.3 Minimum Work Guarantee

- (a) In this clause, "**Minimum Contract Value**" means 3% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.
- (b) The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.
- (c) If Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.

- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

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

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

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

apply to and form part of the Contract.

7.5 Security Requirement

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/SO/SA, hold a valid Designated Organization Screening (DOS), issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - A. Security Requirements Check List EN578-055605, described in Annex "C";
 - B. Industrial Security Manual (Latest Edition).

7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one (1) year(s) 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 period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Deborah Perkins
 Title: Supply Team Leader
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Informatics and Telecommunications Systems Procurement
 Directorate
 Address: 11 Laurier St., Gatineau, Québec
 Telephone: (819) 956-8656
 E-mail address: deborah.perkins@pwgsc.gc.ca

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

(b) Technical Authority (to be provided at Contract award)

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 (to be provided at Contract award)

7.8 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) **Overtime work:**
- (A) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (B) The Technical Authority will advise the Contractor as soon as possible of any overtime requirements. All overtime must be pre-approved by the Technical Authority.
- (iv) **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.
- (v) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If three times or more the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.
- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services 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 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.
- (iv) Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(c) Method of Payment - Monthly Payment

H1008C (2008-05-12), Monthly Payment

The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.

(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) Payment Credits**(i) Failure to Provide Resource:**

- (A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (B) **Corrective Measures:** If credits are payable under this Article for 2 consecutive months or for 3 months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 3 months' written notice of its intent, if any of the following apply:
- (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 - (2) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the 3-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those 3 months.

- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- (f) **No Responsibility to Pay for Work not performed due to Closure of Government Offices:**
- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises

7.9 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the information required in the General Conditions.
2. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
3. 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.
4. The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.
5. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all the work identified in the invoice is completed.

6. Each invoice must be supported by:

- (i) A copy of time sheets to support the time claimed;
- (ii) A copy of the release document and any other documents as specified in the Contract;
- (iii) A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (iv) A copy of the monthly progress report.

7. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.10 Certifications

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

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) general conditions 2035 (2011-05-16);
- (d) Annex A, Statement of Work including its Appendices;
 - (i) Appendix 1 to Annex A - Tasking Procedures;
 - (ii) Appendix 2 to Annex A - Task Authorization (TA) and Acceptance Form;

- (iii) Appendix 3 to Annex A - Non-Disclosure Agreement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations including any required Certifications;
- (h) Supply Arrangement Number EN578-055605/xxx/EL (the "Supply Arrangement"); and
- (i) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.13 Foreign Nationals (Canadian Contractor)

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

7.14 Foreign Nationals (Foreign Contractor)

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

7.15 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;
- (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 it's 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:

Notice of Cancellation Endorsement: The Insurer agrees to provide the Contracting Authority thirty-day written notice of policy cancellation.

7.16 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.

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- (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).

7.17 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 full 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.

7.18 Professional Services - General

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

7.19 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

7.20 Representations and Warranties

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

7.21 Access to Canada's Property and Facilities

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

7.22 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;
- (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; and
- (e) in addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A**STATEMENT OF WORK****1.0 BACKGROUND**

As part of its role overseeing Human Resources Information Management for the public service, Office of the Chief Human Resources Officer (OCHRO) collects and analyzes departmental Human Resources (HR) data in support of enterprise monitoring, auditing, analysis, and performance measurement requirements. As well, related to its Common Human Resources Business Process (CHRBP) initiative, OCHRO is tasked with building HR applications that can be commonly used across the entire Government of Canada, eliminating the need for departments to independently “re-invent the wheel”.

2.0 SCOPE

The Contractor must provide Informatics Technology resources to support the OCHRO in the creation of common HR tools for the CHRBP initiative as well as with the maintenance of and major enhancements to several projects in the Official Languages, Talent Management and Compensation and Labour Relations sectors.

The Contractor must provide the following resources on an as and when requested basis via the Task Authorization Process:

- I. 2 x Business Analyst Level 3;
- II. 2 x Applications/Software Architect Level 2;
- III. 2 x Programmer/Analyst Level 2; and
- IV. 1 x Tester Level 2

3.0 TASKS**3.1 B.1 Business Analyst – Level 3**

The Business Analysts must perform, at a minimum, the following tasks:

- Develop and document statements of requirements for considered alternatives.
- Conduct JAD sessions with clients for discovering and documenting requirements.
- Perform business analyses of functional requirements to identify information, procedures, and decision flows.
- Develop Business Requirements Definition (BRD) document and supporting use cases.
- Evaluate existing procedures and methods, identify and document items such as database content, structure, application subsystems.
- Define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems.
- Identify candidate business processes for re-design, prototype potential solutions, provide trade-off information and suggest a recommended course of action. Identify the modifications to the automated processes.
- Establish user acceptance test criteria with client.
- Execute and report on test cases during internal or user acceptance testing phases.
- Support and use the selected departmental methodologies.
- Provide technical advice and coach/mentor other IT resources.
- Develop presentations that illustrate system & business requirements to clients, project stakeholders and management
- Track status and flow of work activities/deliverables using an issue tracker system

3.2 A.1 Application/Software Architect – Level 2

The Application/Software Architect must perform, at a minimum, the following tasks:

- Develop and document technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- Identify the policies and requirements that drive out a particular solution.
- Analyze and evaluate alternative technology solutions to meet business problems.
- Identify and recommend technical options. Prepare and present technical briefings to project authorities.
- Ensures the integration of all aspects of technology solutions.
- Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
- Analyze functional requirements to identify information, procedures and decision flows.
- Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary.
- Define input/output sources, including detailed plan for technical design phase, and obtain approval of the system proposal.
- Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.
- Provide technical advice and coach/mentor other IT resources.
- Estimate level of effort for development of components
- Develop data dictionary.
- Track status and flow of work activities/deliverables using an issue tracker system

3.3 A.7 Programmer/Analyst – Level 2

The Programmer/Analyst must perform, at a minimum, the following tasks:

- Create and modify code and software.
- Create and modify screens and reports.
- Gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications.
- Identify and recommend technical options. Prepare and present technical briefings to project authorities.
- Design methods and procedures for small computer systems, and sub-system of larger systems.
- Develop, test and implement small computer systems, and sub-systems of larger systems.
- Produce forms, manuals, programs, data files, and procedures for systems and/or applications.
- Estimate level of effort for development of components
- Provide technical advice and coach/mentor other IT resources.
- Track status and flow of work activities/deliverables using an issue tracker system

3.4 A.11 Tester – Level 2

The Tester must perform, at a minimum, the following tasks:

- Test planning and coordination.
- Supervision of testing in accordance with the plan.
- Management and monitoring of test plans for all levels of testing.
- Management of walkthroughs and reviews related to testing and implementation readiness.
- Status reporting.
- Development of test scenarios and test scripts.
- Establishing and maintaining source and object code libraries for a multi-platform, multi-operating system environment.
- Establishing software testing procedures for unit test, integration testing and regression testing with emphasis on automating the testing procedures.
- Establishing and operating "interoperability" testing procedures to ensure that the interaction and co-existence of various software elements, which are proposed to be distributed on the common infrastructure, conform to appropriate departmental standards (e.g. For performance, compatibility, etc.) and have no unforeseen detrimental effects on the shared infrastructure.
- Establishing a validation and verification capability which assumes functional and performance compliance.
- Provide technical advice and coach/mentor other IT resources.
- Track status and flow of work activities/deliverables using an issue tracker system

4.0 DELIVERABLES

4.1 Business Analyst - Level 3

The resource must provide the following deliverables:

- Business Requirement Definition (BRD) document and supporting use cases in MS Word. The BRD must include at a minimum:
 - o details of the business solution
 - o customer needs and expectations
 - o critical activities
 - o Transformational processes
- Screenshots and mock interfaces designed in MS Visio to illustrate User Interface concepts and designs to clients.
- Status Reports in MS Excel or MS Word which at a minimum include:
 - o status of the requirements gathering phase, documentation phase, etc.
 - o tasks and activities completed in the last reporting period
 - o planned activities to be completed in the next reporting period
 - o status and flow of work activities/deliverables
 - o potential Issues/Outstanding issues
- Plans, charts, tables and diagrams to assist the Project Manager in analyzing or displaying problems;
- Requested presentations

4.2 Application/Software Architect – Level 2

The resource must provide the following deliverables:

- Status Reports in MS Excel or MS Word which at a minimum include:
 - o status of the requirements gathering phase, documentation phase, etc.
 - o tasks and activities completed in the last reporting period
 - o planned activities to be completed in the next reporting period
 - o status and flow of work activities/deliverables
 - o potential Issues/Outstanding issues
- Design documents in MS Visio or MS Word which at a minimum include:
 - o Design considerations such as assumptions and dependencies, general constraints, goals and guidelines, development methods
 - o Details of the technical architectures, frameworks, strategies
 - o options for a system.
- Present technical briefings to project authorities in MS PowerPoint.
- Data Dictionary in MS Excel.
- Detailed estimates gauging the level of effort for development of components
- Unit-tested software that meets documented requirements.

4.3 Programmer/Analyst – Level 2

The resource must provide the following deliverables:

- Status Reports in MS Excel or MS Word which at a minimum include:
 - o status of the requirements gathering phase, documentation phase, etc.
 - o tasks and activities completed in the last reporting period
 - o planned activities to be completed in the next reporting period
 - o status and flow of work activities/deliverables
 - o potential Issues/Outstanding issues
- Present technical briefings to project authorities in MS PowerPoint
- Unit-tested software that meets documented requirements.
- Detailed estimates gauging the level of effort for development of components

4.4 Tester – Level 2

The resource must provide the following deliverables:

- Status Reports in MS Excel or MS Word which at a minimum include:
 - o status of the requirements gathering phase, documentation phase, etc.
 - o tasks and activities completed in the last reporting period
 - o planned activities to be completed in the next reporting period
 - o status and flow of work activities/deliverables
 - o potential Issues/Outstanding issues

- Test scenarios and test scripts
- MS Word Document detailing software testing procedures for unit test, integration testing and regression testing.

5.0 TECHNICAL ENVIRONMENT

The resources will be working in the following technical environment: SQL Server 2005, MS Visual Studio 2008, VSS, C#, ASP.NET, MS Office 2003, MS Visio 2003, Gemini Bug Tracking Tool.

6.0 CONSTRAINTS

The resources will be required to work on-site Monday to Friday, during regular working hours (start from 7-9am, finish at 3-5pm).

7.0 LANGUAGE OF WORK

The Business Analyst must be able to perform the work in English and French as per the language preference of the client. Deliverables will be generated in the client's official language of choice.

The Application/Software Architect, Programmer/Analyst and Tester must be fluent in English.

8.0 TRAVEL REQUIREMENTS

No travel requirement for these resources.

9.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

An office, desk, PC, and all required project documentation, software & licenses required to perform the resource's tasks & deliverables will be provided by the GoC.

10.0 LOCATION OF WORK

Work will be performed at OCHRO's main office currently located at 300 Laurier - Esplanade Laurier, in Ottawa, Ontario.

APPENDIX 1 TO ANNEX A**TASKING PROCEDURE FOR SERVICES****1. Task Authorization (TA) Initiation**

Where a requirement for a specific task has been identified and a TA for Services is to be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Task Authorization", a Task Authorization Form (TA Form) as attached at Appendix 2 of Annex "A", will be prepared by the Technical Authority and sent to the Contractor. A TA Form will contain the following information, if applicable:

- (i) a task number;
- (ii) the date by which the Contractor's quotation must be received by the Technical Authority;
- (iii) the resource Functions and the number required;
- (iv) a detailed Statement of Work (SOW) for the task outlining the work activities to be performed and describing the deliverables (such as reports) to be submitted, including the required format and media;
- (v) the required start and completion dates (if any);
- (vi) a schedule of milestone completion dates for major work activities, deliverables and payments (if applicable);
- (vii) the number of person-days of effort required;
- (viii) whether the work performance will require on-site activities at a given location;
- (ix) a description of any travel requirement, including the content and format of any required travel report;
- (x) whether performance of the work will require on-site activities;
- (xi) the level of security clearance required of the Contractor's resources;
- (xii) the language profile required of the Contractor's resources;
- (xiii) any funding sources against which the task will be tracked;
- (xiv) The maximum TA price payable to the Contractor for performing the task, indicating how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges; and
- (xv) any other constraints that might affect the completion of the task.

2. The Contractor's TA Quotation

- 2.1 If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation to the authority identified in the TA detailing the cost and time to complete the task. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within two working days of the request.

2.2 For each proposed resource the Contractor must supply a resume, the requested security clearance information and must complete the Response Tables at Annex "F" applicable to the resource Functions identified in the TA. The resumes should 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 résumés and resources:

- (A) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent Contractors to whom the Contractor would subcontract a portion of the Work. 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.
- (B) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of the quotation and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the Contract Period.
- (C) 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.
- (D) For any requirements that specify a particular time period (e.g., two years) of work experience, Canada will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (e.g., the start date and end date).
- (E) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

2.3 The quotation must be signed and submitted to the Technical Authority within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

3. Assessment

3.1 The qualifications and experience of the proposed resources will be assessed against the requirements set out in the TA Form to determine each proposed resource's compliance with the mandatory and rated criteria identified in Annex "F".

- 3.2 Canada reserves the right to request references from the Contractor to conduct a reference check to verify the accuracy of the information provided. If reference checks are conducted, Canada will conduct the reference check in writing by e-mail (unless the contact at the reference is only available by telephone). The Contractor will not be responsive to a mandatory requirement, nor will Canada award any points, unless the response is received to an e-mail reference check request 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 Contractor by e-mail, to allow the Contractor 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 Contractor, the information supplied by the reference will be the information evaluated. The mandatory will not be considered met, nor points be allocated, if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will the mandatory be met, nor points be allocated, if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
- 3.3 During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
- 3.4 Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Additional resources must attain the required minimum score, various percentages depending upon resource or better, for the point rated criteria for the applicable resource category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.

4. Acceptance

- 4.1 Once the quotation been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. All TA Forms estimated at \$300,000.00 or less will be approved and signed by the Technical Authority who will send a copy of the signed TA to the Contracting Authority. All TA Forms estimated at over \$300,000.00 will be signed by the Technical Authority and the Contracting Authority.
- 4.2 The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a fully signed TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

APPENDIX 2 OF ANNEX A

TASK AUTHORIZATION (TA) FORM				
CONTRACTOR		CONTRACT NUMBER		
COMMITMENT #		FINANCIAL CODING		
TASK NUMBER		DATE ISSUED		
1. STATEMENT OF WORK (WORK ACTIVITIES AND DELIVERABLES)				
1. PERIOD OF SERVICES	FROM:		TO:	
2. WORK LOCATION				
3. TRAVEL REQUIREMENTS				
4. LANGUAGE REQUIREMENTS				
6. CONTRACTOR'S RESPONSE				
CATEGORY AND NAME OF PROPOSED RESOURCE	PWGSC SECURITY FILE NUMBER	PER DIEM	ESTIMATED # OF DAYS	TOTAL COST
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
			ESTIMATED COST	\$
			GST/HST	\$
			TOTAL LABOUR COST	\$
			TOTAL TRAVEL & LIVING COST (GST/HST INCLUDED)	\$
			GRAND TOTAL FOR LABOUR AND TRAVEL	\$
CONTRACTOR'S SIGNATURE				

TASK AUTHORIZATION (TA) FORM

CONTRACTOR		CONTRACT NUMBER	
COMMITMENT #		FINANCIAL CODING	
TASK NUMBER		DATE ISSUED	
Name, Title and Signature of Individual Authorized to Sign on behalf of the Contractor (type or print)		Signature:	
7. APPROVAL - SIGNING AUTHORITY			
Authorized Individuals: Technical Authority: _____ Name (type or print) Administration and Security Directorate, Corporate Services Sector of the Treasury Board Secretariat _____ Name (type or print) Contracting Authority ¹ : _____ Name (type or print)		Signatures Technical Authority: _____ Administration and Security Directorate, Corporate Services Sector of the Treasury Board Secretariat _____ Contracting Authority ¹ : _____	
¹ Signature required for TAs valued at more than \$300,000.00, GST/HST included.			
You are requested to sell to her Majesty The Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.			

APPENDIX 3 OF ANNEX A**Non-Disclosure Agreement**

I, _____, recognize that in the course of my work as an employee or subcontractor of _____ (the Contractor), I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. 24062-120046/001 between Canada, as represented by the Minister of Public Works and Government Services and the Contractor, including any information that is personal, confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: 24062-120046/001.

Signature

Date

ANNEX B

BASIS OF PAYMENT

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

In respect of the "Firm Per Diem Rates" for the initial contract period listed below, (F*) 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:

				Initial Contract Period (Date of Contract to)		
	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [Cx F]
Business Analyst	Level #3	240	\$		\$	\$
Applications/Software Architect	Level #2	240	\$		\$	\$
Programmer/Analyst	Level #2	240	\$		\$	\$
Tester	Level #2	240	\$		\$	\$
Total Estimated Contract Period Cost:						\$ <TBD>

OPTION PERIODS:

				Option Period 1 (XX-XX-201X to XX-XX-201X)		
	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [Cx F]
Business Analyst	Level #3	240	\$		\$	\$
Applications/Software Architect	Level #2	240	\$		\$	\$
Programmer/Analyst	Level #2	240	\$		\$	\$
Tester	Level #2	240	\$		\$	\$
Total Estimated Option 1 Cost:						\$ <TBD>

Option Period 2 (XX-XX-201X to XX-XX-201X)

	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [CxF]
Business Analyst	Level #3	240	\$		\$	\$
Applications/Software Architect	Level #2	240	\$		\$	\$
Programmer/Analyst	Level #2	240	\$		\$	\$
Tester	Level #2	240	\$		\$	\$
Total Estimated Option 2 Cost:						\$ <TBD>
Total Estimated Cost						
(Total Contract Period + Option Period 1 + Option Period 2						\$TBD

ANNEX C

SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN578-055805

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada	
2. Branch or Directorate / Direction générale ou Direction Acquisitions			
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Standing Offer for the provision of Task Based Informatics Professional Services to the Government of Canada			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET <input type="checkbox"/>	COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>	
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>	
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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Security Classification / Classification de sécurité
UNCLASSIFIED**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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



RELIABILITY STATUS

COTE DE FIABILITÉ



CONFIDENTIAL

CONFIDENTIEL



SECRET

SECRET



TOP SECRET

TRÈS SECRET



TOP SECRET - SIGINT

TRÈS SECRET - SIGINT



NATO CONFIDENTIAL

NATO CONFIDENTIEL



NATO SECRET

NATO SECRET



COSMIC TOP SECRET

COSMIC TRÈS SECRET



SITE ACCESS

ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

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

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

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non Oui**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)****INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes
Non Oui**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes
Non Oui**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes
Non Oui

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Security Classification / Classification de sécurité
UNCLASSIFIED**PART C - (continued) / PARTIE C - (suite)**

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

☒ No ☐ Yes
Non Oui

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

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

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

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

100T=R 003 PAGE:003 ID: PWSC CURITY

JUN-16-2006 01:40PM FAX: 13 948 1762



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 81408-00005
Security Classification / Classification de sécurité UNCLASSIFIED

13. Organization Project Authority / Chaire de projet de l'organisme			
Name (print) - Nom (en lettres imprimées) Chamberlain, Tamara		Title - Titre ASupply Team Leader	
Signature <i>Tamara Chamberlain</i>			
Telephone No. - N° de téléphone 819-905-1442	Facsimile No. - N° de télécopieur 819-905-2990	E-mail address - Adresse courriel tamara.chamberlain@pwsc.gc.ca	Date 20/06/12
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres imprimées) Gauthier, Simon		Title - Titre Security Officer	
Signature <i>Simon Gauthier</i>			
Telephone No. - N° de téléphone 819-934-0213	Facsimile No. - N° de télécopieur - 819-556-4315	E-mail address - Adresse courriel simon.gauthier@pwsc.gc.ca	Date 12/6/2016
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
		<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out	
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres imprimées)		Title - Titre	
Signature			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres imprimées) JACQUES SAMAR		Title - Titre CONTRACT SECURITY OFFICER	
Signature <i>Jacques Samar</i>			
Telephone No. - N° de téléphone 613-948-1732	Facsimile No. - N° de télécopieur 613-948-1762	E-mail address - Adresse courriel JACQUES.SAMAR@PWSC.GC.CA	Date 16-06-06

PWSC.GC.CA

T22/SCF 365-103/094/12

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

ANNEX D

BID EVALUATION CRITERIA AND RESPONSE TABLES

For evaluation purposes, please see definitions below.

Development: Application development (aka software design, software development, software application development) is the development of a software product. It can be used in two senses:

- 1) Refers to the activity of computer programming which is the process of writing and maintaining software code.
- 2) In a broader sense of the term, it includes all that is involved between the conception of a business requirement to the delivery of a software product (requirements gathering, design, develop, test, user acceptance test, deployment and configuration).

Implementation: is the realization of a set of technical requirements as a program, software component or other computer system through application development **and deployment**.

Deployment is the process of installing and configuring a new software package on user PC's and/or network. In other words, the system is ready for use after implementation.

Post-implementation: Once the software has been implemented (i.e: is available for use) it must be supported. Post-implementation operations support (aka Support, Maintenance & Support) refers to the support of applications once they are in use. Defect fixes and minor enhancements are the usual work activities performed by developer resources during this period.

MANDATORY RESOURCE REQUIREMENTS

NOTE TO BIDDERS: Bidders must complete this form or a similar form, and should submit it with their technical proposal. Bidders who do not comply with all the mandatory requirements will have their bid deemed non-compliant, and no further evaluation work will be performed. Mandatory Resource Requirements will be evaluated on a met/not met basis only.

B.1 Business Analyst - Level 3

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	Each proposed resource must have a minimum of 60 months of demonstrated experience leading requirements development sessions.* * Experience includes, but is not limited to, determining the needs or conditions to meet for a new or altered solution through interviews or Joint Application Design sessions, taking account of the possibly conflicting requirements of the various stakeholders, such as beneficiaries or users, ensuring deliverables meet all documented requirements.			
M2	Each proposed resource must have a minimum of 120 months of demonstrated experience writing business requirements documents.* * Experience includes, but is not limited to, writing documentation in different ways to identify business needs or opportunities and defined to a level of sufficient detail for system design. Requirements can be architectural, structural, behavioural, functional, and non-functional.			

M3	<p>Each proposed resource must have a minimum of 120 months of demonstrated experience mapping and documenting processes.*</p> <p>* Mapping and documenting processes can be done through the development of many types of documentation such as sequence diagrams, use case diagrams, activity diagrams, work flow diagrams, component diagrams or other recognized documentation types used to document processes.</p>			
M4	<p>Each proposed resource must have a minimum of 60 months of demonstrated experience developing presentation materials* to enable effective communication of business requirements to clients and senior management.</p> <p>* Experience includes, but is not limited to, the development of presentation materials that could include PowerPoint presentations, options analysis documents, requirements presentations in various formats to enable the effective communication of business requirements to multiple project stakeholders.</p>			

A.1 Application / Software Architect - Level 2

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience	Insert page # of Resume	Met/ Not Met
M1	<p>The proposed resource has a minimum of 60 months of demonstrated experience within the last 84 months architecting n-tier .Net solutions, in accordance with a structured Software Development Life-Cycle (SDLC) methodology*</p> <p>* Structured Software Development Life-Cycle (SDLC) could be the Rational Unified Process (RUP), the Microsoft Solution Framework (MSF) or other recognized SDLC methodology.</p>			
M2	<p>The proposed resource has a minimum of 60 months of demonstrated experience within the last 84 months validating functional requirements and designing application architectures. Preparing functional and technical design documentation such as data dictionaries, database schemas, architecture diagrams and object and class design diagrams* following an industry recognized structured SDLC methodology</p>			
M3	<p>The proposed resource has a minimum of 60 months demonstrated experience architecting, designing and implementing data models, schemas and database objects for SQL Server databases.</p> <p>A data model primarily demonstrates how data is stored and accessed, Also known as a database model, data structure diagram or entity-relationship model.</p>			

	<p>A data schema is similar to a data model but also identifies constraints on data structures.</p> <p>Database objects are items such as Stored Procedures, Views, Queries or SQL statements, Tables, etc.</p>			
M4	<p>The proposed resource has minimum of 36 months demonstrated hands-on experience developing .Net applications creating code using Visual Studio.</p> <p>See definition of software development.</p> <p>Visual Studio can support development of .NET applications in the Visual Basic, C# and ASP.NET programming languages.</p>			

A-7 Programmer Analyst - Level 2

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	Each proposed resource must have a minimum of 6 years working experience developing web-based applications*. * Web-based applications could be developed with languages such as ASP.net, C#.NET, Visual Basic.NET or Java, to implement database-driven functionalities or complex user interaction with servers based on pre-defined business rules (compared to simple static html web sites)			
M2	Each proposed resource must have a minimum of 4 years working experience developing web-based applications in ASP.Net and C#.Net.			
M3	Each proposed resource must have a minimum of 2 years working experience using MS Visual Studio 2005 or higher and .Net Framework 2.0 or higher.			
M4	Each proposed resource must have a minimum of 5 years working experience using MS SQL Server 2000 or higher to develop databases and related objects (tables, views, indexes, relationship and stored procedures).			
M5	Each proposed resource must have a minimum of 2 years working experience developing web-applications in accordance with the Government of Canada - Common Look and Feel (CLF) standards and guidelines.			

A.11 Tester – Level 2

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	Each proposed resource must have a minimum of 3 years experience, in the last 5 years, working as a Tester for an application development environment developing test cases and executing test plans, cases and scripts.			
M2	Each proposed resource has a minimum of 2 years experience as a Tester for an application development project using a bug tracking application.			
M3	Each proposed resource has a minimum of 5 years as a Tester performing testing activities and recording results following a structured development methodology for System testing, Regression testing and UAT.			
M4	Each proposed resource has a minimum of 5 years experience as a Tester testing databases and database functionality, including creating SQL scripts, and database queries using automated DB tools.			

RATED RESOURCE CRITERIA**B.1 Business Analyst - Level 3**

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	Each proposed resource has obtained Business Analysis Certification, such as IIBA, CBAP, or equivalent, or completed relevant formal training.	IIBA, CBAP (or equivalent) certification = 20 points Formal training courses related to Business Analysis as follows: Over 30 course hours = 15 points 16 – 29 course hours = 10 points 15 course hours = 5 points		
R2	Experience as a Senior Business Analyst on an application development and/or enhancement/support* project with a .Net/SQL Server technical environment. * Experience includes, but not limited to, working for both new solutions and existing applications in change management mode.	121 or more months = 20 points 97 to 120 months = 15 points 73 to 96 months = 10 points 49 to 72 months = 5 points 0 to 48 months = 0 points		
R3	Experience as a Business Analyst coordinating and leading functional testing activities.* * Experience includes, but not limited to the creation of test cases, execution of test cases and leading other	97 or more months = 20 points 73 to 96 months = 10 points 13 to 72months = 5 points 0 to 12 months = 0 points		

	testing related activities such as User Acceptance Testing and Pilot Testing.			
R4	<p>Experience writing Unified Modeling Language (UML) Use-cases, or similar tools*, for requirements definition, functional design, testing and traceability.</p> <p>* Use-cases, also know as scenarios, are a description of actions performed by actors on a system to complete a specific goal. Experience with other recognized software modeling techniques and tools are acceptable.</p>	<p>97 or more months = 20 points</p> <p>73 to 96 months = 10 points</p> <p>49 to 72 months = 5 points</p> <p>0 to 48 months = 0 points</p>		
R5	<p>Experience using Microsoft Visio.</p> <p>Experience includes, but is not limited to, using MS Visio to chart workflow processes, creating mock-up screen interfaces, create diagrams, charts or graphs representing complex business processes as well as business and system requirements.</p>	<p>73 or more months = 20 points</p> <p>49 to 72 months = 10 points</p> <p>25 to 48 months = 5 points</p> <p>0 to 24 months = 0 points</p>		
Maximum Technical Points		100		
Minimum Pass Mark (70%)		70		
Bidder's Technical Score		/100		

A.1 Application / Software Architect - Level 2

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	<p>Experience architecting n-tier solutions to meet the business and application requirements, in accordance with a structured methodology*.</p> <p>* Structured Software Development Life-Cycle (SDLC) could be the Rational Unified Process (RUP), the Microsoft Solution Framework (MSF) or other recognized SDLC methodology</p>	<p>121 or more months = 20 points</p> <p>97 to 120 months = 15 points</p> <p>73 to 96 months = 10 points</p> <p>61 to 72 months = 5 points</p> <p>0 to 60 months = 0 points</p>		
R2	<p>Experience implementing application development frameworks* and best practices for the design and development of n-tier solutions.</p> <p>*An application development framework is a software framework used by software developers to implement the standard structure of an <u>application</u> for a specific development environment.</p>	<p>121 or more months = 20 points</p> <p>97 to 120 months = 15 points</p> <p>73 to 96 months = 10 points</p> <p>49 to 72 months = 5 points</p> <p>0 to 48 months = 0 points</p>		

R3	Experience preparing and implementing a data conversion plan and performing data conversion activities.	97 or more months = 20 points 73 to 96 months = 10 points 49 to 72 months = 5 points 0 to 48 months = 0 points		
R4	Experience integrating Web services within application design of a .Net solution.	61 or more months = 10 points 37 to 60 months = 5 points 0 to 36 months = 0 points		
R5	Experience using Microsoft Team Foundation Server or Visual Source Safe	25 or more months = 10 points 13 to 24 months = 5 points 0 to 12 months = 0 points		
R6	Experience developing software in ASP.Net and C#.	61 or more months = 10 points 37 to 60 months = 5 points 0 to 36 months = 0 points		
Maximum Technical Points		90		
Minimum Pass Mark (70%)		63		
Bidder's Technical Score		/90		

A-7 Programmer Analyst - Level 2

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	Experience developing web-based applications. Web-based applications could be developed with languages such as ASP.net, C#.NET, Visual Basic.NET or Java, to implement database-driven functionalities or complex user interaction with servers based on pre-defined business rules (compared to simple static html web sites)	97 or more months = 20 points 85 to 96 months = 15 points 73 to 84 months = 5 points 0 to 72 months = 0 points		
R2	Experience programming web-based applications in ASP.Net plus either C#.Net or Visual Basic.NET.	73 or more months = 20 points 61 to 72 months = 15 points 49 to 60 months = 5 points 0 to 48 months = 0 points		
R3	Experience using MS Visual Studio 2005 or higher and .Net Framework 2.0 or higher.	49 or more months = 20 points 37 to 48 months = 15 points 25 to 36 months = 5 points 0 to 24 months = 0 points		

R4	Experience using MS SQL Server 2000 or higher to develop databases and related objects (tables, views, indexes, relationship and stored procedures).	85 or more months = 20 points 73 to 84 months = 15 points 61 to 72 months = 5 points 0 to 60 months = 0 points		
R5	Experience developing web-applications in accordance with the Government of Canada - Common Look and Feel (CLF) standards and guidelines.	73 or more months = 20 points 49 to 72 months = 15 points 25 to 48 months = 5 points 0 to 24 months = 0 points		
Maximum Technical Points		100		
Minimum Pass Mark (70%)		70		
Bidder's Technical Score		/100		

A.11 Tester - Level 2

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	Experience as a Tester for an application development environment developing test and executing test plans, cases and scripts.	121 or more months = 20 points 97 to 120 months = 15 points 73 to 96 months = 5 points 0 to 72 months = 0 points		
R2	Experience as a Tester developing and executing test plans, cases and scripts for the development of .NET applications following .Net Framework 2.0 or higher.	61 or more months = 20 points 37 to 60 months = 10 points 0 to 36 months = 0 points		
R3	Experience as a Tester using automated testing tools (e.g. Rational, Mercury WinRunner, Visual Studio Tester Edition, etc.).	97 or more months = 10 points 73 to 96 months = 5 points 0 to 72 months = 0 points		
R4	Experience testing databases and database functionality, including: creating SQL scripts, and database queries using automated database tools.	121 or more months = 20 points 97 to 120 months = 10 points 73 to 96 months = 5 points 0 to 72 months = 0 points		

R5	<p>Experience leading* a team of testers.</p> <p>* Experience include, but not limited to, leading teams meeting, task delegation and monitoring, evaluate results and track progress.</p>	<p>25 or more months = 10 points</p> <p>13 to 24 months = 5 points</p> <p>0 to 12 months = 0 points</p>		
Maximum Technical Points		80		
Minimum Pass Mark (70%)		56		
Bidder's Technical Score		/80		

MANDATORY CORPORATE REQUIREMENTS

NOTE TO BIDDERS: Bidders must complete this form or a similar form, and should submit it with their technical proposal. Bidders who do not comply with all the mandatory requirements will have their bid deemed non-compliant, and no further evaluation work will be performed. Mandatory Corporate Requirements will be evaluated on a met/not met basis only.

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	<p>The Bidder must demonstrate they have provided the services similar in scope as those described in this Statement of work by providing two (2) Corporate Reference Projects related to the provision of IT Professional Services resources on and "as and when required basis" for the development / implementation and/or post-implementation operations support of client application systems.</p> <p>For the project references, the Bidder's <u>contract</u> must have been:</p> <ol style="list-style-type: none"> 1. A single contract with a single client (may have included multiple TAs under a single contract); 2. A total minimum contract value of \$1,000,000 (Cdn); 3. A minimum contract period of six months; 4. Completed in the last five years or has been ongoing for a minimum of six months (as of RFP close date); and 5. Included resources in at least two of the resource categories (or equivalent) listed in this Statement of Work who delivered professional services in an application development and/or a support environment. 			

	<p>Bidders must include, as a minimum, for each project submitted:</p> <ol style="list-style-type: none"> 1. a project description 2. the name of the client organization 3. the start and end date of the contract 4. contract value 5. # resources provided and their categories 6. Client reference (name, title, telephone, email) 		
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Notes:

1. The reference project(s) may have been contracted with the Bidder, its parent or subsidiary. The reference project may not have been contracted with the Bidder's subcontractor or affiliate.
2. The reference project(s) contacts must be employees of the originating client organization. The contact may not be an employee or sub-contractor of the Bidder's affiliate, prime contractor or other entity that does not deal at arm's length with the Bidder.
3. Crown reference projects will be accepted.
4. For the purposes of this RFP, the Government of Canada is not considered a single client. An individual department, agency or Crown Corporation would be considered a single client.
5. For the purposes of this RFP, the cumulative total value of multiple TAs under a contract with a single client is considered a single contract. The cumulative total value of multiple TAs, for multiple clients (i.e. departments) under a contract or Supply Arrangement with the Government of Canada is not considered a single contract.

ANNEX E CERTIFICATIONS AT BID CLOSING

The following Certifications are to be used, signed and attached to the Contractor's proposal when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

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

Print name of authorized individual & sign above Date

CERTIFICATION OF AVAILABILITY AND STATUS OF RESOURCES

2. Availability of Resources

The Contractor certifies that, should it be authorized to provide services under any Task Authorization resulting from this Contract, the resources proposed in the TA response will be available to commence performance of the work within a reasonable time from date of acceptance of the Task Authorization, or within the time specified in the TA, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above Date

3. Status of Resources

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

Print name of authorized individual & sign above Date

4. Certification of Language - Both Official Languages

The Contractor certifies that the proposed resources in response to this Request for Proposal are fluent in both official languages of Canada (English and French). Fluent means that the proposed resources must be able to communicate orally and in writing without any assistance and with minimal errors.

Print name of authorized individual & sign above Date

ANNEX F

BID SUBMISSION FORM

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i>		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>	
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>	

Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
Federal Contractors Program for Employment Equity (FCP EE) Certification: 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) 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. 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. For joint ventures, be sure to provide this information for each of the members of the joint venture.	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :	
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR	
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	

Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]	
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i>	
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	