

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

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Title - Sujet PROFESSIONAL SERVICES	
Solicitation No. - N° de l'invitation EN869-120601/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client 20120601	Date 2012-08-08
GETS Reference No. - N° de référence de SEAG PW-\$\$EL-615-24680	
File No. - N° de dossier 615el.EN869-120601	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-27	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ghaddab, Nabil	Buyer Id - Id de l'acheteur 615el
Telephone No. - N° de téléphone (819) 956-5419 ()	FAX No. - N° de FAX (819) 956-5925
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

This Solicitation amendment is raised to answer questions received from Bidders and to amend the solicitation.

A. QUESTIONS AND CORRESPONDENT ANSWERS:

QUESTION 1

1.1 We are a TBIPS supplier but we did not qualify for every TBIPS category listed, would the crown consider allowing a bid for only the application services sub class and the project management sub class?

1.2 Would the crown consider a bid that did not include all the listed resource categories?

ANSWER 1

1.1 No, Canada is aiming to issue up to 3 contracts each covering all classes. However, Canada has decided to remove the G. Geomatics Services Sub-Class. Canada amended the RFP accordingly. See RFP modification #1 below.

1.2 No, a proposed bid must include all listed categories of personnels.

QUESTION 2

Due to the level of effort required to complete RFP EN869-120601/A, with the additional complexity of vacationing resources, we respectfully request an extension to the current due date of Aug 20.

ANSWER 2

The new closing date of this RFP is August 27, 2012 at 2:00 pm (EDST). See RFP modification #1 below.

QUESTION 3

Our company has been providing IT Professional Services to the Canadian Federal Government for over 25 years. We are currently one of the largest suppliers to the Federal Government, holding supply arrangements and large multi-million dollar standing offers and contracts in the majority of all government departments. To date, we have never been requested to provide a GIS Data Architect to any government department, and more specifically, PWGSC. Our company has held the predecessor contract to this solicitation on three separate occasions. Having done business in the Real Property branch of AMITOS for over 10 years, we are extremely familiar with the technical environment. As the incumbent vendor, we have not received a requirement for a GIS Data Architect, though we understand that this may become a requirement in the future. As a result of including this extremely niche technology within this solicitation, we believe many vendors will be precluded from bidding on this RFP. We ourselves do not pass the minimum mandatory requirement of having supplied this type of resource in the past. More specifically, Veritaaq does not hold this resource category in its TBIPS Supply Arrangement. If we, as one of

the largest suppliers to the Federal Government are unable to bid on this RFP, we believe that many other vendors including most SME's would be precluded from bidding as well. This requirement will drastically reduce the number of potential bidders and hence severely limit competition to just a couple bidders which contradicts the Crown's goal of Open, Fair and Transparent procurement in our opinion.

We respectfully request that the Crown remove the GIS Data Architect category in its entirety and re-issue it under an independent solicitation for niche providers. In the alternative, we request that the Crown re-classify the resource category to an IM Architect whereby the Statement of Work at the time of issuance of a call-up could include GIS where appropriate.

ANSWER 3

Canada has reviewed the question and the RFP has been amended accordingly. See RFP modification #1 below.

QUESTION 4

We are questioning why this solicitation has been restricted to tier 2 vendors. The requirement is for "as and when required" IT contract staffing services over a 3 year period with a possibility of extension for 2 additional years. The solicitation is not in support of a particular project it is to support the contract staffing needs of your IT client services organization. In effect this solicitation eliminates the possibility for small to medium sized enterprise to support PWGSC's contract IT requirements for up to 5 years.

In the spirit of transparency and fairness, we ask that PWGSC allow tier 1 vendors to respond to those individual Service Classes identified in the solicitation that as estimated will not exceed \$2 million in spend. Specifically they are:

Geomatics Services Sub Class estimated number of resources required 1

Business Services Class estimated number of resources required 4

Project Management Services Class estimated number of resources required 5

Will PWGSC amend this solicitation to allow both tier one and tier two vendors the opportunity to respond to the appropriate service classes per your procurement guidelines?

ANSWER 4

Canada has reviewed the question and the RFP will remain unchanged as per RFP modification #1 below.

QUESTION 5

Are there, or have there been, companies providing the services requested in this RFP? If yes, please provide the names of those companies.

ANSWER 5

Yes, 3 companies are currently providing the services. They are:

Veritaaq Technology House Inc

SI Systems LTD

Modis Canada Inc.

B. RFP AMENDMENT:

1. Original RFP:

DELETE: the RFP, which was posted on Merx on 30 July 2012; and

INSERT: the following RFP:

Solicitation No. - N° de l'invitation

EN869-120601/A

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20120601

Amd. No. - N° de la modif.

002

File No. - N° du dossier

615e1EN869-120601

Buyer ID - Id de l'acheteur

615e1

CCC No./N° CCC - FMS No/ N° VME

BID SOLICITATION

**FOR CONTRACTS AGAINST A SUPPLY ARRANGEMENT (SA)
FOR
TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)
(TIER 2 - NATIONAL CAPITAL REGION)**

**FOR VARIOUS INFORMATICS PROFESSIONAL SERVICES
CATEGORIES AND LEVELS**

**FOR
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA**

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Appendix A to Annex A - Tasking Procedures
Appendix B to Annex A - Task Authorization (TA) and Acceptance Form
Appendix C to Annex A - Resource Assessment Criteria and Response Tables
Appendix D to Annex A - Proposed Resource Project Reference
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Annex B Basis of Payment
Annex C Security Requirements Check List

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

Attachment 3.1: Bid Submission Form
Attachment 3.2: Bidder's Response Templates for the Technical Evaluation
Appendix A to Attachment 3.2 - Billable Days Response Template for M1 and R1
Appendix B to Attachment 3.2 - Contract Reference Response Template
Attachment 3.3: Bidder's Response Template for Firm All Inclusive Per Diem Rates

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply this bid solicitation. 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 and the Security Requirement Check List (SRCL). The attachments include the Bid Submission Form, the Bid Evaluation Criteria and the Financial Bid.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Public Works and Government Services Canada (PWGSC) (the "Client") for Informatics Professional Services under the Task-Based Informatics Professional Services (TBIPS) SA method of supply.
- (b) It is intended to result in the award of up to three contracts. Each contract will be for three years plus two one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Website: (<http://ssi-iss.tpsgc-pwgsc.gc.ca>)
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement, and the Canada-Panama Free Trade Agreement if it is in force.
- (e) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the 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.

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- (f) TBIPS SA Holders that are invited to compete as a Joint Venture, must submit a bid as the Joint Venture and must have already been qualified under the SA #EN578-055605/D as a Joint Venture.
- (g) Below are the Categories of Personnel that may be required on an as and when requested basis in accordance with the TBIPS SA Annex "B":

TBIPS ID	CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	ESTIMATED # OF RESOURCES REQUIRED (PER YEAR)
TECHNOLOGY SERVICES CLASS			
A. Applications Services Sub-Class			
A.1	Application/Software Architect	2	3
A.7	Programmer Analyst	2	8
A.8	System Analyst	2	10
A.11	Tester	2	4
I. IM/IT Sub-Class			
I.2	Database Administrator	2	3
I.3	Database Analyst / IM Administrator	2	2
I.4	Database Modeller / IM Modeller	2	1
I.9	System Administrator	2	1
I.10	Technical Architect	2	1
I.11	Technology Architect	2	1
BUSINESS SERVICES CLASS			
B.1	Business Analyst	2	1
B.5	Business Process Reengineering (BPR) Consultant	2	2
B.14	Technical Writer	2	1
PROJECT MANAGEMENT SERVICES CLASS			
P.6	Project Administrator	2	1
P.8	Project Leader	2	1
P.9	Project Manager	2	1
P.11	Quality Assurance Specialist/Analyst	2	2

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with Subsection 5.4 amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Bid Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested

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improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.6 Volumetric Data

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (4 hard copies)
- (ii) Section II: Financial Bid (2 hard copies)
- (iii) Section III: Certifications (1 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) Green Procurement: In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement which can be found at: <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

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

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

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

3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 3.1 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment 3.2, 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 "Cross Reference" column of Attachment 3.2, 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.
- (iii) **Reference Contact Information:** When requested by PWGSC, the Bidder must provide customer references who must each confirm the information required by Attachment 3.2. 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 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.
- (iv) Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a bid solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the table provided in Attachment 3.3 of this bid solicitation. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables. The Bidder's proposed firm per diem rates for the Initial Contract Period must not exceed those rates set out in Annex C to Part A Schedule of Per Diem Rates of the SA Holder's Supply Arrangement. SA Holders may offer a percentage discount on their per diem rates. The rates quoted for any option period must not be lower than the corresponding rate(s) quoted for the Initial Contract Period. Failure to abide with this condition will result in a bid being considered non-responsive.
- (b) **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 periods. 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 evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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

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

4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:** Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Attachment 3.2.
- (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 point-rated evaluation criteria are described in Attachment 3.2.
- (c) **Reference Checks:** Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not allocate any points nor consider a mandatory criteria met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

- (d) **Number of Resources Evaluated:** Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, Article 7.2 Task Authorization. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource(s) to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource(s) will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix C and D to Annex A.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) There are two financial evaluation methods possible for this requirement. Method 1 will be used if 3 or more bids are determined to be responsive (see 4.3 (c)), and Method 2 will be used if fewer than 3 bids are determined to be responsive (see 4.3 (d)).
- (c) **Method 1:** The following financial evaluation method will be used if 3 or more bids are determined to be responsive:
- (i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH CATEGORY OF PERSONNEL:** The Contracting Authority will establish, for each period and each Category of Personnel, the median band limits based on the firm per diem rates proposed by the responsive bids. For each period and each Category of Personnel, 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.
- (ii) **STEP 2 - POINT ALLOCATION:** Points will be allocated for each period and each Category of Personnel as follow:
- (A) If a firm per diem rate for any given period and Category of Personnel is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Category of Personnel, the Bidder who proposed such rate will be allocated 0 points for that period and Category of Personnel.
- (B) If a firm per diem rate for any given period and Category of Personnel is within the established upper and lower median band limits for that period and Category of Personnel, the Bidder who proposed such rate will obtain points for that period and Category of Personnel based on the following calculation, which will be rounded to two decimal places:
- $$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate}} \times \text{Points Assigned (see Table 1)}$$
- (C) If a firm per diem rate for any given period and Category of Personnel is within the established median band limits for that period and Category of Personnel and is the lowest proposed firm per diem rate, the Bidder who proposed such rate will be allocated the applicable points assigned at Table 1 for that period and Category of Personnel.

TABLE 1						
TBIP S ID	CATEGORY OF PERSONNEL	LEV EL	POINTS ASSIGNED			
			INITIAL CONTRA CT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	TOTAL

Solicitation No. - N° de l'invitation EN869-120601/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 615el
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

TECHNOLOGY SERVICES CLASS						
A. Applications Services Sub-Class						
A.1	Application/Software Architect	2	300	100	100	500
A.7	Programmer Analyst	2	800	300	200	1,300
A.8	System Analyst	2	1,000	330	330	1,660
A.11	Tester	2	400	150	100	650
I. IM/IT Sub-Class						
I.2	Database Administrator	2	300	100	100	500
I.3	Database Analyst / IM Administrator	2	200	66	66	332
I.4	Database Modeller / IM Modeller	2	100	33	33	166
I.9	System Administrator	2	100	33	33	166
I.10	Technical Architect	2	100	33	33	166
I.11	Technology Architect	2	100	33	33	166
BUSINESS SERVICES CLASS						
B.1	Business Analyst	2	100	33	33	166
B.5	Business Process Reengineering (BPR) Consultant	2	200	66	66	332
B.14	Technical Writer	2	100	33	33	166
PROJECT MANAGEMENT SERVICES CLASS						
P.6	Project Administrator	2	100	33	33	166
P.8	Project Leader	2	100	33	33	166
P.9	Project Manager	2	100	33	33	166
P.11	Quality Assurance Specialist/Analyst	2	200	66	66	332
TOTAL			4,300	1,475	1,325	7,100

- (i) **STEP 3 - TOTAL FINANCIAL SCORE:** Points allocated under STEP 2 for each period and Category of Personnel will be added together and rounded to two decimal places to produce the Total Financial Score.

Refer to Table 2 below for an example of a financial evaluation using method 1.

TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD 1							
Category of Personnel	Points Assigned	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 - ESTABLISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH CATEGORY OF PERSONNEL							

- (Median 1) For the Programmer Category of Personnel, 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 Category of Personnel, 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 Category of Personnel, 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 Category of Personnel, 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 Category of Personnel, 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 Category of Personnel, 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 - POINT 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)

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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

- (d) **Method 2:** The following financial evaluation method will be used if fewer than 3 bids are determined to be responsive:
- (i) **STEP 1 - POINT ALLOCATION:** Points will be allocated to the Bidder, for each period and each Category of Personnel, using the following calculation which will be rounded to two decimal places:
- $$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Points Assigned at Table 1 above}$$
- The Bidder with the lowest proposed firm per diem rate will be allocated the applicable points assigned at Table 1 above.
- (ii) **STEP 2 - TOTAL FINANCIAL SCORE:** Points allocated under STEP 1, for each period and each Category of Personnel, will be added together and rounded to two decimal places, to produce the Total Financial Score for each Bidder.
- (e) **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 Personnel that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for a specific Category of Personnel). If Canada requests price support, it will be requested from all responsive Bidders proposing a rate that is at least 20% lower than the median rate bid by all responsive Bidders for the relevant Category or Categories of Personnel. Where Canada requests price support, the following information is required:
- (i) an invoice (referencing a contract serial number) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant Category of Personnel, where those services were provided in the National Capital Region for at least three months within the twelve months prior to the bid solicitation issuance date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), a signed contract or a letter of reference signed by the Bidder's client that includes at least 50% of the tasks listed in this bid solicitation's Statement of Work for the Category of Personnel being examined for an unreasonably low rate;
- (iii) in respect of each referenced contract, a resume for the resource that performed under that contract which shows that the resource would pass the Category of Personnel's mandatory criteria and achieve, if applicable, the required pass mark for the Category of Personnel's rated criteria; and

- (iv) the name, telephone number and, if available, e-mail address of the invoiced client for each of the resources invoiced, so Canada can verify any facts presented for the affected Category or Categories of Personnel.

Once Canada requests substantiation of the rates bid for any Category of Personnel, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. Where Canada determines that the information provided by the Bidder does not substantiate the unreasonably low rates, the bid will be considered non-responsive and will receive no further consideration. Only the Firm Per Diem Rates of responsive bids will be considered.

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive. The responsive bids that obtains the three 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) Bidder's score:

- (i) Calculation of Technical Score: A technically responsive proposal is one that meets all mandatory technical criteria identified in this solicitation and obtains a minimum pass mark, as specified in the rated requirements of Attachment 3.2. The Final Technical Score will constitute 60 points of the Total Bidder Score. The Total Technical Score will be computed for each responsive Bidder using the points obtained for the point-rated technical criteria. The Final Technical Score will then be converted to points using the following formula, rounded to two decimal places:

$$\frac{\text{Total Technical Score}}{\text{Maximum Technical Points (125 pts.)}} \times 60 = \text{Final Technical Score}$$

- (ii) Calculation of Financial Score: The Financial Score will be calculated in accordance with the following formula, rounded to 2 decimal places:

$$\frac{\text{Total Financial Score}}{\text{Maximum Financial Points (7,100 pts.)}} \times 40 = \text{Final Financial Score}$$

The Final Financial Score will be obtained in accordance with either Step 3 under section 4.3 (c) or Step 2 under section 4.3 (d) depending on the number of responsive bids. The Maximum Financial Points is 7,100.

- (iii) Calculation of the Total Bidder Score: The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

$$\text{Final Technical Score} + \text{Final Financial Score} = \text{Total Bidder Score}$$

- (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) In the event of identical Total Bidder Scores, then the bid(s) with the highest Final Financial Score (up to a maximum of 3) will become the top-ranked bidder(s).

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 Required with the Bid at Bid Closing

Bidders must submit, at bid closing, the following duly completed certifications as part of their bid.

(a) Code of Conduct Certifications - Consent to a Criminal Record Verification

Bidders must submit with their bid, by the bid solicitation closing date:

- (i) a complete list of names of all individuals who are currently directors of the Bidder;
- (ii) a properly completed and signed Consent To A Criminal Record Verification form (PWGSC-TPSGC 229), for each individual named in the list. This form can be found at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

5.2 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.

(a) Federal Contractors Program - Certification

- (i) The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (ii) 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.
- (iii) 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.

- (iv) Each bidder is requested to indicate in its bid whether it is:
- (A) 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;
 - (B) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (C) 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
 - (D) subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (v) Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

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

(b) **Former Public Servant Certification**

- (i) 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.
- (ii) For the purposes of this clause,
 - (A) **"former public servant"** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - (1) an individual;
 - (2) an individual who has incorporated;
 - (3) a partnership made of former public servants; or
 - (4) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - (B) **"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.
 - (C) **"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.

- (iii) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - (A) name of former public servant;
 - (B) date of termination of employment or retirement from the Public Service.
- (iv) 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:
 - (A) name of former public servant;
 - (B) conditions of the lump sum payment incentive;
 - (C) date of termination of employment;
 - (D) amount of lump sum payment;
 - (E) rate of pay on which lump sum payment is based;
 - (F) period of lump sum payment including start date, end date and number of weeks; and
 - (G) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- (v) 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.
- (vi) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

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

6.2 Financial Capability

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes providing professional services, as and when requested by Canada to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is the Department of Public Works and Government Services.
- (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) Multiple Contracts:

- (i) If more than one Contract is awarded for this requirement, the method of allocation of TAs to be used will be on a Rotational Basis.

(b) Refusal of Task Authorizations - Multiple Contracts

- (i) Should the selected Contractor refuse a TA under a Contract, the next Contractor, under the same allocation process, will be offered the TA.
- (ii) The Contractor is required to submit a responsive Task Authorizations. Should the Contractor not respond to three (3) Task Authorizations for the same Category of Personnel or submit resources that continuously not meet the experience requirements, Canada reserves the right to terminate the Contract for default.
- (iii) **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").

(c) **Process of Issuing a TA:** The processes for issuing, responding to, assessing and approving Task Authorizations are stated in Appendices A to Annex A.

(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.

(e) **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.

- (f) **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.
- (g) **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.
- (h) **TA Reports:** The Contractor must submit to the Contracting Authority a TA report on a quarterly basis that identifies each TA issued during that quarter and its dollar value.
- (i) **Period of Services:** No Task Authorizations may be entered into after the expiry date of the Contract.

Note to Bidders: This Article 7.2 will be deleted if only one contract is awarded as a result of this solicitation.

7.3 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:** The processes for issuing, responding to, assessing and approving Task Authorizations are stated in Appendices A to Annex A.
- (c) **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.
- (d) **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.
- (e) **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.
- (f) **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.
- (g) **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.
- (h) **TA Reports:** The Contractor must submit to the Contracting Authority a TA report on a quarterly basis that identifies each TA issued during that quarter and its dollar value.

- (i) **Period of Services:** No Task Authorizations may be entered into after the expiry date of the Contract.

Note to Bidders: This Article 7.3 will be deleted if more than one contract is awarded as a result of this solicitation.

7.4 Minimum Work Guarantee

- (a) In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$100,000.00.

- (b) 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 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.5 Standard Clauses and Conditions

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

- (a) **General Conditions:**

- (i) 2035 (2012-07-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

- (b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
- (ii) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

7.6 Security Requirement

The following Security Requirement (SRCL EN578-056605 and related clausings), as set out in the Supply Arrangement applies to the Contract.

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

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

7.7 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 3 years later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.8 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Nabil Ghaddab
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Informatics and Telecommunications Systems Procurement Directorate
 Address: 11 Laurier St., Gatineau, Québec
 Telephone: (819) 956-5419
 Facsimile: (819) 956-5925
 E-mail address: nabil.ghaddab@tpsgc-pwgsc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

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

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

(c) **Delegation of Authority**

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

(d) **Contractor's Representative**

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

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

7.9 Payment

(a) **Basis of Payment**

(i) **Professional Services provided under a Task Authorization with a Maximum Price:**

For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

(ii) **Normal office hours:** The normal office hours will be from 07:00 to 17:00 local time Monday through Friday.

(iii) **Work outside normal office hours**

- (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 work outside normal office hours overtime requirements. All work outside normal office hours must be pre-approved by the Technical Authority.

- (C) All work outside normal office hours will be paid according to subsection 7.8 (a) (i) above.
- (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 - Cumulative Total of all Task Authorizations**
- (i) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (A) when it is 75 percent committed, or
- (B) four (4) months before the contract expiry date, or
- (C) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
- whichever comes first.
- (i) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.
- (c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization issued under the Contract that contains a maximum price:
- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by

the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(d) **Time Verification**

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

(e) **Payment Credits**

- (i) **Failure to Provide Resource:** If the Contractor does not provide the 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.
- (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) **Price Protection - Most Favoured Customer**

- (i) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- (ii) The Contractor also agrees that, if after the date of the Contract it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).

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

7.10 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.11 Certifications

Solicitation No. - N° de l'invitation EN869-120601/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 615el
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

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.

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
 - (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
 - (ii) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2012-07-16);
- (d) Annex A, Statement of Work including its Appendices in the order that they appear;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List (SRCL);
- (g) the signed Task Authorizations including any required Appendices;
- (h) Supply Arrangement Number EN578-055605/xxx/EI (the "Supply Arrangement"); and
- (i) the Contractor's bid dated _____.

Note to Bidders: The Contractor's bid date and Supply Arrangement Number will be completed with information provided in its bid.

7.14 Foreign Nationals (Canadian Contractor)

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

Note to Bidders: Either clause 7.14 or 7.15, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

7.15 Foreign Nationals (Foreign Contractor)

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

7.16 Insurance Requirements

- (a) Contractor's Responsibility
 - (i) It will be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract.

Any such insurance will be provided and maintained by the Contractor at its own expense. The insurance stipulation provisions contained herein will not limit any insurance required by federal, provincial or municipal law. The required insurance is to the benefit and protection of the Contractor and will not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provision of the Contract.

(ii) The Contracting Authority reserves the right to request at any time, evidence that the insurance requirements, stipulated herein, are met.

(iii) The evidence of insurance, if requested, is to be provided in the following manner:

(A) Certificate(s) of insurance signed by the insurer's underwriter containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements; or

(B) A certified true copy of the policy.

(b) Commercial General Liability (CGL)

Commercial General Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$10 million** per accident or occurrence and in the annual aggregate.

(c) CGL Endorsements

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

- (i) Additional Insured Endorsement: Canada is included as an additional insured, but only with respect to liabilities that may arise from the contractor's own negligence, in the performance of the contract.
- (ii) The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (iii) Notice of Cancellation Endorsement: The Insurer agrees to provide the SO/SA Authority thirty (30) days written notice of policy cancellation;
- (iv) Cross Liability Endorsement: Without increasing the limit of liability, the policy will protect all insured parties to the full extent of coverage provided. Further, the policy will apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;
- (v) Contractual Liability Endorsement: The policy will, on a blanket basis or by specific reference to threshold limits of the SO/SA Tiers, extend to assumed liabilities with respect to contractual insurance provisions;
- (vi) Contingent Employer's Liability Endorsement*: To protect Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of their employees;
- (vii) Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, will be included as additional insured.
- (viii) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries.
- (ix) Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.

- (x) Personal Injury Broad Form: While not limited to, the endorsement should include coverage for Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (xi) Independent Contractors Liability Endorsement (if any): Unless otherwise insured elsewhere, and evidence thereof is secured by the Contractor; all subcontractors are included as Insured by the policy;
- (xii) Non-Owned Automobile Endorsement: To protect the Contractor for liabilities arising by their use of vehicles owned by other parties including Canada.
- (xiii) Where the Contractor is a Joint Venture, for the purposes of the Contract and any related documents (including insurance certificates), Canada requires that the Joint Venture Contractor identify itself by a single name. Upon request by Canada, a Joint Venture Contractor must specify the name of the Joint Venture to the Contracting Authority.

(d) 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 \$1 million** 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.

(e) 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.

7.17 **Limitation of Liability - Information Management/Information Technology**

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

(b) **First Party Liability:**

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

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

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

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

7.18 Joint Venture Contractor

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

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

7.19 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. The Contractor must make such person available to perform the work within 10 working days of the issuance of the TA. 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 assessed by the Technical Authority in accordance with Appendix C to Annex A.
- (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.

7.20 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

7.21 Representations and Warranties

The Contractor made statements regarding its 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.

7.22 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.

7.23 Identification Protocol Responsibilities

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

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or

subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.

- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority, and 20 working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A**STATEMENT OF WORK****1. INTRODUCTION**

The Application Management and Information Technology Information Services (AM&ITOS) provides support of business applications within PWGSC Branches. These currently include:

- 1.1 Real Property Branch, the common service provider for real property and office accommodation for the Government of Canada with business applications such as: Alternate Forms of Delivery Management System (AFDMS) and Payment in Lieu of Taxes System (PILT);
- 1.2 Acquisitions Branch, which assists departments and agencies at all stages of procurement, with business applications such as: Seized Property Management Information System (SPMIS), Government of Canada Surplus (GCSurplus), Crown Assets Support System 2000 (CASS2000), and Accommodation/Car Rental Directory System (ACRDS); and
- 1.3 Corporate Services, Policy and Communications Branch, which establishes the department's corporate objectives, priorities and strategies, and supports the program branches in delivering on their specific commitments, with business applications such as: Personnel Screening Data Collection Automation (PSDCA) and Departmental and Industrial Security Information System (DISIS).

2. REQUIREMENT

The Contractor must provide technical support and maintenance of PWGSC business applications supported by AM&ITOS on an "as and when requested" basis as initiated through Task Authorizations. Task Authorizations may be issued for any of the following TBIPS resource categories in client/server applications based on:

- Sybase's PowerBuilder (using either an Oracle or Sybase database);
- Cognos' Business Intelligence (BI) Tools Suite; and
- Informatica's Extract-Transform-Load (ETL) tools.

Other client/server type applications and languages will also be supported.

TBIPS ID	CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	ESTIMATED # OF RESOURCES REQUIRED (PER YEAR)
TECHNOLOGY SERVICES CLASS			
A. Applications Services Sub-Class			
A.1	Application/Software Architect	2	3
A.7	Programmer Analyst	2	8
A.8	System Analyst	2	10
A.11	Tester	2	4
I. IM/IT Sub-Class			
I.2	Database Administrator	2	3
I.3	Database Analyst / IM Administrator	2	2

I.4	Database Modeller / IM Modeller	2	1
I.9	System Administrator	2	1
I.10	Technical Architect	2	1
I.11	Technology Architect	2	1
BUSINESS SERVICES CLASS			
B.1	Business Analyst	2	1
B.5	Business Process Reengineering (BPR) Consultant	2	2
B.14	Technical Writer	2	1
PROJECT MANAGEMENT SERVICES CLASS			
P.6	Project Administrator	2	1
P.8	Project Leader	2	1
P.9	Project Manager	2	1
P.11	Quality Assurance Specialist/Analyst	2	2

3. RESOURCES RESPONSIBILITIES

3.1 Application/Software Architect

The Application/Software Architect may be required to perform any combination of the following, without limitation:

- 3.1.1 Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- 3.1.2 Identify the policies and requirements that drive out a particular solution.
- 3.1.3 Analyze and evaluate alternative technology solutions to meet business problems.
- 3.1.4 Ensure the integration of all aspects of technology solutions.
- 3.1.5 Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
- 3.1.6 Analyze functional requirements to identify information, procedures and decision flows.
- 3.1.7 Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary.
- 3.1.8 Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems.
- 3.1.9 Define input and output sources, including detailed plan for technical design phase, and obtain approval of the system proposal.
- 3.1.10 Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.

3.2 Programmer Analyst

The Programmer Analyst may be required to perform any combination of the following, without limitation:

- 3.2.1 Create and modify code and software.
- 3.2.2 Create and modify screens and reports.

- 3.2.3 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.
- 3.2.5 Design methods and procedures for small computer systems, and sub-system of larger systems.
- 3.2.6 Develop, test and implement small computer systems, and sub-systems of larger systems.
- 3.2.7 Produce forms, manuals, programs, data files, and procedures for systems and applications.

3.3 System Analyst

The System Analyst may be required to perform any combination of the following, without limitation:

- 3.3.1 Develop requirements, feasibility, cost, design, and specification documents for systems.
- 3.3.2 Implement systems to support projects, departments, organizations or businesses.
- 3.3.3 Translate business requirements into systems design and specifications.
- 3.3.4 Analyse and recommend alternatives and options for solutions.
- 3.3.5 Develop technical specifications for systems development, design and implementation.

3.4 Tester

The Tester may be required to perform any combination of the following, without limitation:

- 3.4.1 Test planning and coordination.
- 3.4.2 Supervise of testing in accordance with the plan.
- 3.4.3 Manage and monitor test plans for all levels of testing.
- 3.4.4 Manage walkthroughs and reviews related to testing and implementation readiness.
- 3.4.5 Report status.
- 3.4.6 Develop test scenarios and test scripts.
- 3.4.7 Establish and maintain source and object code libraries for a multi-platform, multi-operating system environment.
- 3.4.8 Establish software testing procedures for unit test, integration testing and regression testing with emphasis on automating the testing procedures.
- 3.4.9 Establish and operate "inter operability" testing procedures to ensure that the interaction and coexistence 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.
- 3.4.10 Establish a validation and verification capability which assumes functional and performance compliance.

3.5 Database Administrator

The Database Administrator may be required to perform any combination of the following, without limitation:

- 3.6.1 Define new database structures.
- 3.6.2 Define data conversion strategy.
- 3.6.3 Define database conversion specifications.

- 3.6.4 Customize data base conversion routines.
- 3.6.5 Finalize Conversion Strategy.
- 3.6.6 Generate new database with the client.
- 3.6.7 Maintain and safeguard the database.
- 3.6.8 Identify requirements for improvements to existing databases by determining users' information requirements and system performance and functional requirements.
- 3.6.9 Maintain data dictionaries.
- 3.6.10 Develop and implement procedures that will ensure the accuracy, completeness, and timeliness of data stored in the database.
- 3.6.11 Mediate and resolve conflicts among users' needs for data.
- 3.6.12 Develop and implement security procedures for the database, including access and user account management.
- 3.6.13 Advise programmers, analysts, and users about the efficient use of data.
- 3.6.14 Maintain configuration control of the database.
- 3.6.15 Perform and coordinate updates to the database design.
- 3.6.16 Control and coordinate changes to the database, including the deletion of records, changes to the existing records, additions to the database Develop and coordinate back-up, disaster recovery and virus protection procedures.

3.6 Database Analyst / IM Administrator

The Database Analyst / IM Administrator may be required to perform any combination of the following, without limitation:

- 3.7.1 Define new database structures.
- 3.7.2 Design, develop and maintain Logical Data Models.
- 3.7.3 Analyze proposed changes to databases from the context of the Logical Data Model.
- 3.7.4 Provide technical expertise in the use and optimization of data modeling techniques to team members.
- 3.7.6 Provide technical assistance, guidance and direction in terms of data analysis and modeling to team members.
- 3.7.7 Provide assistance to project team and business users relating to data issues and data analysis concepts.
- 3.7.8 Participate in the development of data modeling and metadata policies and procedures.
- 3.7.9 Participate in data analysis as a result of new and updated requirements.
- 3.7.10 Apply approved changes to logical data models.
- 3.7.11 Comply with corporate data architectures, strategies and frameworks, including enterprise data warehouse activities.
- 3.7.12 Analyze and evaluate alternative data architecture solutions to meet business problems and requirements to be incorporated into the corporate data architecture.
- 3.7.13 Review corporate architecture strategies and directions, data requirements, and business information needs and devise data structures to support them.
- 3.7.14 Improve modeling efficiency through recommendations on how to better utilize current metadata repositories.
- 3.7.15 Comply with corporate repository metadata directions.

- 3.7.16 Provide input to refinement of data architectures.
- 3.7.17 Participate in data architecture refinement.
- 3.7.18 Define access strategies.
- 3.7.19 Construct, monitor and report on work plans and schedules.

3.7 Database Modeller / IM Modeller

The Database Modeller/IM Modeller may be required to perform any combination of the following, without limitation:

- 3.8.1 Design, develop and maintain Logical Data Models.
- 3.8.2 Analyze proposed changes to databases from the context of the Logical Data Model.
- 3.8.3 Provide technical expertise in the use and optimization of data modeling techniques to team members.
- 3.8.4 Provide technical assistance, guidance and direction in terms of data analysis and modeling to team members.
- 3.8.5 Provide assistance to project team and business users relating to data issues and data analysis concepts.
- 3.8.6 Participate in the development of data modeling and metadata policies and procedures.
- 3.8.7 Participate in data analysis as a result of new and updated requirements.
- 3.8.8 Apply approved changes to logical data models.
- 3.8.9 Comply with corporate data architectures, strategies and frameworks, including enterprise data warehouse activities.
- 3.8.10 Analyze and evaluate alternative data architecture solutions to meet business problems and requirements to be incorporated into the corporate data architecture.
- 3.8.11 Review corporate architecture strategies and directions, data requirements, and business information needs and devise data structures to support them.
- 3.8.12 Provide recommendations on how to better utilize current metadata repositories.
- 3.8.13 Comply with corporate repository metadata directions.
- 3.8.14 Provide input to refinement of data architectures.
- 3.8.15 Participate in data architecture refinement.
- 3.8.16 Define access strategies.
- 3.8.17 Construct, monitor and report on workplans and schedules.

3.8 System Administrator

The System Administrator may be required to perform any combination of the following, without limitation:

- 3.9.1 Install, monitor, upgrade and maintain operating systems.
- 3.9.2 Install, monitor, upgrade and maintain hardware and software.
- 3.9.3 Work with Business Analysts, Project Managers, Developers, and clients and stakeholders to maintain and improve software performance.
- 3.9.4 Apply problem solving skills to troubleshoot and resolve technical problems.
- 3.9.5 Ensure timely and reliable system administration procedures, such as backup and recovery.

3.9.6 Analyze system performance and recommend improvements.

3.9 Technical Architect

The Technical Architect may be required to perform any combination of the following, without limitation:

- 3.10.1 Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- 3.10.2 Identify policies and requirements that drive out a particular solution.
- 3.10.3 Analyze and evaluate alternative technology solutions to meet business problems.
- 3.10.4 Ensure the integration of all aspects of technology solutions.
- 3.10.5 Evaluate hardware and software relative to their ability to support specified requirements and, by determining potential and actual bottlenecks, and improve system performance through recommended hardware changes.
- 3.10.6 Review computer software systems and data requirements as well as communication and response needs and determine operating systems and languages needed to support them.

3.10 Technology Architect

The Technology Architect may be required to perform any combination of the following, without limitation:

- 3.11.1 Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- 3.11.2 Identify the policies and requirements that drive out a particular solution.
- 3.11.3 Analyze and evaluate alternative technology solutions to meet business problems.
- 3.11.4 Coordinate integration of technology solutions.
- 3.11.5 Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
- 3.11.6 Provide information, direction and support for emerging technologies.
- 3.11.7 Perform impact analysis of technology changes.
- 3.11.8 Provide support to applications and technical support teams in the proper application of existing infrastructure.
- 3.11.9 Review application and program design or technical infrastructure design to ensure adherence to standards and to recommend performance improvements.

3.11 Business Analyst

The Business Analyst may be required to perform any combination of the following, without limitation:

- 3.12.1 Develop and document statements of requirements for considered alternatives.
- 3.12.2 Perform business analyses of functional requirements to identify information, procedures, and decision flows.
- 3.12.3 Evaluate existing procedures and methods, identify and document items such as database content, structure, application subsystems.
- 3.12.4 Develop data dictionary.

- 3.12.5 Define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems.
- 3.12.6 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.
- 3.12.7 Establish acceptance test criteria with client.
- 3.12.8 Support and use the selected departmental methodologies.

3.12 Business Process Reengineering (BPR) Consultant

The Business Process Reengineering (BPR) Consultant may be required to perform any combination of the following, without limitation:

- 3.13.1 Review existing work processes and organizational structure.
- 3.13.2 Analyze business functional requirements to identify information, procedures and decision flows.
- 3.13.3 Identify candidate 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.
- 3.13.4 Provide expert advice in defining new requirements and opportunities for applying efficient and effective solutions; identify and provide preliminary costs of potential options.
- 3.13.5 Provide expert advice in developing and integrating process and information models between processes to eliminate information and process redundancies.
- 3.13.6 Identify and recommend new processes and organizational structures.
- 3.13.7 Provide expert advice on and assist in implementing new processes and organizational changes.
- 3.13.8 Document workflows.
- 3.13.9 Use business, workflow and organizational modeling software tools.

3.13 Technical Writer

The Technical Writer may be required to perform any combination of the following, without limitation:

- 3.14.1 Documents help text, user manuals, technical documentation, web page content, etc.
- 3.14.2 Review documentation standards and the existing project documentation.
- 3.14.3 Determine documentation requirements and makes plans for meeting them.
- 3.14.4 Gather information concerning the features and functions provided by the developers.
- 3.14.5 Assess the audience for the documents and manuals which are required and prepare a statement of purpose and scope for each.
- 3.14.6 Develop a table of content for each document and manual and write or edit the required content.
- 3.14.7 Investigate the accuracy of the information collected by making direct use of the material being documented.
- 3.14.8 Prepare or coordinate the preparation of any required illustrations and diagrams.
- 3.14.9 Design the layout of the documents and manuals.

- 3.14.10 Use word-processing, desktop publishing and graphics software packages to produce final camera-ready copy.

3.14 Project Administrator

The Project Administrator may be required to perform any combination of the following, without limitation:

- 3.15.1 Assist project management and data processing professionals, technical users and end users in simple routine tasks.
- 3.15.2 Provide administrative and technical support of a clerical nature as required to projects.
- 3.15.3 Assist in performing such tasks as maintaining project documentation and application and system libraries.
- 3.15.4 Acts as the first point of contact in a "hot-line" situation by accepting incoming calls, logging calls, attempting to resolve simple problems and following established procedures for more difficult problems.
- 3.15.5 Tracks project change requests.
- 3.15.6 Maintain and updates relevant project information in manual and electronic files; project information might include such things as project activity schedule, status reports, correspondence.
- 3.15.7 Use computer tools, aids, system control languages on PCs, minis, or mainframes to perform work.
- 3.15.8 Communicates with project management and data processing professionals, technical users and end users on administrative matters related to the project.

3.15 Project Leader

The Project Leader may be required to perform any combination of the following, without limitation:

- 3.16.1 Specify the general requirements of the system, develop broad system alternatives and identify their administrative, economic and technical feasibility and practicality as well as associated policy and organizational change requirements.
- 3.16.2 Analyse and evaluate each alternative based on make and buy, impact and cost and benefit considerations, and propose, justify, plan and cost the implementation of the selected alternative.
- 3.16.3 Produce overall plan, a detailed plan for the functional analysis phase, and obtain approval of preliminary analysis.
- 3.16.4 Plan, direct and control the activities of a system development team within scheduled time and cost parameters.
- 3.16.5 Evaluate proposed computer applications to determine technical, operational and economic feasibility.
- 3.16.6 Design and test systems to ensure that the objectives of the system are met and that the outputs produced are in accordance with client requirements.
- 3.16.7 Monitor the design, implementation and operations start-up of the proposed system against established goals, objectives and milestones.

3.16 Project Manager

The Project Manager may be required to perform any combination of the following, without limitation:

- 3.15.1 Manage several Project Managers, each responsible for an element of the project and its associated project team.
- 3.15.2 Manage the project during the development, implementation and operations startup by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed time, cost and performance parameters.
- 3.15.3 Formulate statements of problems; establishes procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof.
- 3.15.4 Define and document the objectives for the project; determine budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team.
- 3.15.5 Report progress of the project on an ongoing basis and at scheduled points in the life cycle.
- 3.15.6 Meets in conference with stakeholders and other project managers and states problems in a form capable of being solved.
- 3.15.7 Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools.
- 3.15.8 Project sign-off.

3.17 Quality Assurance Specialist/Analyst

The Quality Assurance Specialist/Analyst may be required to perform any combination of the following, without limitation:

- 3.17.1 Lead development of test plans, test scripts and test data.
- 3.17.2 Participate in functional and technical design reviews, perform integration and functional and system testing, and verify test results.
- 3.17.3 Identify and document software defects.
- 3.17.4 Participate with other project resources to resolve defects.
- 3.17.5 Perform regression testing of software applications.

APPENDIX A TO ANNEX A TASKING PROCEDURE

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 B to Annex A will be prepared by the Technical Authority and sent to the Contractor. A TA Form will contain the following information, if applicable:

- (a) a task number;
- (b) the date by which the Contractor's quotation must be received by the Technical Authority;
- (c) the resource Functions and the number required;
- (d) 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;
- (e) the required start and completion dates (if any);
- (f) a schedule of milestone completion dates for major work activities, deliverables and payments (if applicable);
- (g) the number of person-days of effort required;
- (h) whether the work performance will require on-site activities at a given location;
- (i) a description of any travel requirement, including the content and format of any required travel report;
- (j) whether performance of the work will require on-site activities;
- (k) the level of security clearance required of the Contractor's resources;
- (l) the language profile required of the Contractor's resources;
- (m) any funding sources against which the task will be tracked;
- (n) 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
- (o) any other constraints that might affect the completion of the task.

2. The Contractor's TA Quotation

- (a) 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.

- (b) For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C and D to Annex A applicable to the resource Functions identified in the TA. The résumés 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:
- (i) 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. (refer to Appendix E to Annex A, Certifications at the TA Stage). 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 date the Contractor submits its TA Quotation.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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 date(s) (month and year) for the experience claimed (i.e., the start date and end date).
 - (v) 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.
- (c) 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**

- (a) 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 criteria identified in Appendix C to Annex A.
- (b) 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 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 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 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.

- (c) 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.

4. **Acceptance**

In order to be valid, the TA must be issued according to the process, and bearing the signatures, described in Article 7.2 of the Contract.

**APPENDIX B TO ANNEX A
TASK AUTHORIZATION (TA) AND ACCEPTANCE FORM**

TASK AUTHORIZATION (TA) AND ACCEPTANCE FORM

CONTRACTOR		CONTRACT NUMBER	
COMMITMENT #		FINANCIAL CODING	
TASK NUMBER		DATE ISSUED	
		RESPONSE REQUIRED BY	

1. STATEMENT OF WORK (WORK ACTIVITIES AND DELIVERABLES)

SEE ATTACHED STATEMENT OF WORK CONTAINING SPECIFIC CLIENT/SERVER SOFTWARE EXPERIENCE REQUIREMENT.

2. PERIOD OF SERVICES	FROM:		TO:	
3. WORK LOCATION				
4. TRAVEL REQUIREMENTS				
5. LANGUAGE REQUIREMENTS				
6. CONTRACTOR'S RESPONSE				

NAME OF PROPOSED RESOURCE, CATEGORY AND LEVEL	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

Name, Title and Signature of Individual Authorized to Sign on behalf of the Contractor (type or print)	Signature:	Date:
--	------------	-------

7. APPROVAL - SIGNING AUTHORITY

Name and Title of Individual Authorized to Sign on behalf of PWGSC:	Signature of Individual Authorized to Sign on behalf of PWGSC:
Technical Authority: _____ Name (type or print)	Technical Authority : _____ (Date)
Contracts Management and Administrative Services (CMAS) Authority: _____ Name (type or print)	CMAS Authority: _____ (Date)
Contracting Authority ¹ : _____ Name (type or print)	Contracting Authority ¹ : _____ (Date)

¹ Signature required for projects valued at more than \$300K, GST/HST included.

You are requested to sell to 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 C TO ANNEX A
RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

Proposed Resource Minimum Qualifications and Response Template Resources Category : _____ Level : <u> 2 </u> Contractor Name: _____ Proposed Resource Name: _____			
MQ- ID	Minimum Qualifications	Contractor's Response	
		Demonstrated Experience (Contractor to Insert Data)	Insert Page # of Response
MQ-1	<p>The proposed resource must have either:</p> <p>1.A university degree in a computer software development discipline; OR</p> <p>2.A two-year college diploma in computer software development discipline and a minimum of 2 years of experience in computer software development; OR</p> <p>3.A university degree in any field and a minimum of 5 years of experience in computer software development ; OR</p> <p>4.A minimum of 15 years of experience in computer software development.</p>		
MQ-2	<p>The proposed resource must have a minimum of 5 years of experience for the specific Category of Personnel, specializing in client/server architecture, based on Sybase' PowerBuilder (using either an Oracle or Sybase database) or BI Tools Suite.</p> <p>Whenever experience in a specific category is requested, it will be assessed against the responsibilities enumerated at Annex A for the specific Category of Personnel. In order for a Resource Project Reference, Appendix D to Annex A, to be accepted, the Contractor must demonstrate that the proposed resource has performed at least 50% of the responsibilities enumerated at Annex A for the specific Category of Personnel.</p> <p>The Contractor must provide the completed Appendix D to Annex A.</p>		

**APPENDIX D TO ANNEX A
PROPOSED RESOURCE PROJECT REFERENCE**

PROPOSED RESOURCE PROJECT REFERENCE #: _____			
<i>Contractor Assigned #</i>			
<i>Contractor Name:</i>			
<i>Resource Name:</i>		<i>Category of Personnel:</i>	
PROJECT REFERENCE CONTACT INFORMATION			
<i>Name of Organization:</i>		<i>Contact Name:</i>	
<i>E-mail address:</i>		<i>Telephone number:</i>	
PROJECT DETAIL			
<i>Project Title:</i>			
<i>Project Start Date (mm/yy):</i>		<i>Project End Date (mm/yy):</i>	
RESOURCE INVOLVEMENT			
<i>Cross Reference to Response Template MQ ID #</i>	<i>Cross Reference to SOW Article #</i>	<i>Description of resource involvement as linked to the SOW/MQ/CV and description of tools and language used (where applicable to MQ)</i>	<i>Cross Reference to CV Page/ Article #</i>

**APPENDIX E TO ANNEX A
CERTIFICATIONS AT THE TA STAGE****1. Education and Experience**

The Contractor certifies that all the information provided in the résumé and supporting material submitted, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that the individual(s) proposed is/are capable of performing the Work described in the Contract. Canada reserves the right to verify any information provided in this regard, and untrue statements may result in the TA response being declared non-responsive or another action the Minister may consider appropriate.

Print name of authorized individual & sign above

Date**2. Status of Personnel**

If the Contractor has proposed any individual in fulfillment of this Contract who is not an employee of the Contractor, the Contractor hereby certifies that it has written permission from such individual (or the employer of such individual) to propose the services of such individual in relation to the work performed in fulfillment of this Contract and to submit such individual's résumé to Canada. The Contractor must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Contractor.

Print name of authorized individual & sign above

Date**3. Availability of Personnel**

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

Print name of authorized individual & sign above

Date**4. Certification of Language**

The Contractor certifies that the proposed individual(s) in response to this Task Authorization is/are:

Fluent in English. The individual(s) proposed is/are able to communicate orally and in writing without any assistance and with minimal errors in English.

OR;

Fluent in both official languages of Canada (French and English). The individual(s) is/are able to communicate orally and in writing without any assistance and with minimal errors in French and English.

Print name of authorized individual & sign above

Date

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ANNEX B
BASIS OF PAYMENT

FIRM ALL INCLUSIVE PER DIEM RATES					
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	INITIAL CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2
TECHNOLOGY SERVICES CLASS					
A. Applications Services Sub-Class					
A.1	Application/Software Architect	2	\$	\$	\$
A.7	Programmer Analyst	2	\$	\$	\$
A.8	System Analyst	2	\$	\$	\$
A.11	Tester	2	\$	\$	\$
I. IM/IT Sub-Class					
I.2	Database Administrator	2	\$	\$	\$
I.3	Database Analyst / IM Administrator	2	\$	\$	\$
I.4	Database Modeller / IM Modeller	2	\$	\$	\$
I.9	System Administrator	2	\$	\$	\$
I.10	Technical Architect	2	\$	\$	\$
I.11	Technology Architect	2	\$	\$	\$
BUSINESS SERVICES CLASS					
B.1	Business Analyst	2	\$	\$	\$
B.5	Business Process Reengineering (BPR) Consultant	2	\$	\$	\$
B.14	Technical Writer	2	\$	\$	\$
PROJECT MANAGEMENT SERVICES CLASS					
P.6	Project Administrator	2	\$	\$	\$
P.8	Project Leader	2	\$	\$	\$
P.9	Project Manager	2	\$	\$	\$
P.11	Quality Assurance Specialist/Analyst	2	\$	\$	\$

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ANNEX C
SECURITY REQUIREMENTS CHECK LIST

(See attached hereto)

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ATTACHMENT 3.1 BID SUBMISSION FORM

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the <i>Standard Instructions 2003</i>]		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in bid solicitation)		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
Canadian Content Certification [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 bid solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the bid solicitation)	

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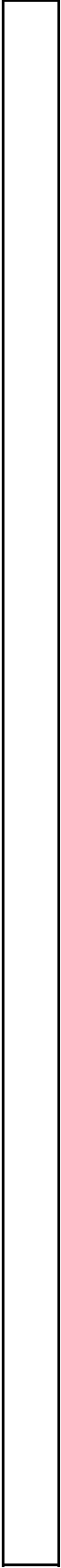
Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to: (a) submit to the Department of HRSDC 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 HRSDC).	
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>		
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder		

ATTACHMENT 3.2
BIDDER'S RESPONSE TEMPLATES FOR THE TECHNICAL EVALUATION

ID	Corporate Mandatory Criteria	Cross Reference
M1	The Bidder must demonstrated that it has been awarded up to 5 Contracts for the provisioning of informatics services supplying ALL Categories of Personnel listed in the table below for the required minimum billable days per Category of Personnel.	
	To meet this mandatory criteria:	
	1)The services must have been for a client/server based systems;	
	2)The services must have been provided over a 24-month period within the 5 years preceding the closing date of this bid solicitation; and	
	3)The work delivered by the Category of Personnel must include at least 50% of the associated tasks listed in the Statement of Work at Annex A of this bid solicitation for that Category of Personnel.	
	The Bidder must provide the completed Appendices A and B of Attachment 3.2	
	Category of Personnel	Minimum Billable Days
	Application/Software Architect	660
	Programmer Analyst	1,760
	System Analyst	2,200
	Tester	880
	Database Administrator	660
	Database Analyst / IM Administrator	440
	Database Modeller / IM Modeller	220
	System Administrator	220
	Technical Architect	220
	Technology Architect	220
	Business Analyst	220
	Business Process Reengineering (BPR) Consultant	440
	Technical Writer	220
Project Administrator	220	
Project Leader	220	
Project Manager	220	
Quality Assurance Specialist/Analyst	440	

Criteria	Corporate Rated Criteria						Maximum Points	Evaluation Guidelines	Cross Ref.				
R1	The Bidder should demonstrate its billable days experience in excess to the minimum billable days under M1.						100	The Bidder's demonstrated "Total Billable Days" provided in response to M1 will be used to evaluate this criterion. The Bidder will be awarded points for billable days in excess of the minimums identified under M1 as demonstrated in the example evaluation scenario on the left side. In this example the Bidder would score 40 points out of a possible 100.					
	EXAMPLE EVALUATION SCENARIO												
	CATEGORY OF PERSONNEL	(A)		(B)	(C)	(D)							
		BILLABLE DAYS PROVIDED BY BIDDER		MINIMUM IDENTIFIED UNDER M1	BIDDER EXCESS	BIDDER % INCREASE TO A MAXIMUM OF 100							
				(C)=(A)-(B)	(D)=(C)/(B)*100								
		APPLICATION/SOFTWARE ARCHITECT		1,000	660	340				52			
		PROGRAMMER ANALYST		2,000	1,760	240				14			
		SYSTEM ANALYST		2,200	2,200	0				0			
		TESTER		1,880	880	1,000				100			
		DATABASE ADMINISTRATOR		800	660	140				21			
		DATABASE ANALYST / IM ADMINISTRATOR		800	440	360				82			
		DATABASE MODELLER / IM MODELLER		300	220	80				36			
		SYSTEM ADMINISTRATOR		300	220	80				36			
		TECHNICAL ARCHITECT		300	220	80				36			
		TECHNOLOGY ARCHITECT		300	220	80				36			
		BUSINESS ANALYST		300	220	80				36			
		BUSINESS PROCESS REENGINEERING (BPR) CONSULTANT		440	440	0				0			
		TECHNICAL WRITER		300	220	80				36			
		PROJECT ADMINISTRATOR		300	220	80				36			
	PROJECT LEADER		300	220	80	36							
	PROJECT MANAGER		220	220	0	0							
	QUALITY ASSURANCE SPECIALIST/ANALYST		440	440	0	0							
	BIDDER SCORE = SUM OF (D) FOR ALL 17 CATEGORIES / 17									40			
	R2	The Bidder should demonstrate its total billable experience (in dollars) in delivering informatics services for a PWGSC system using a client/server architecture, based on Sybase' PowerBuilder (using either an Oracle or Sybase database), by using Appendix B of Attachment 3.2.								10	The Bidder will be awarded points as follows for the sum of Total Billable Value demonstrated: < \$600K - 1 point \$600K to < \$1.2M - 2 points		

					\$1.2M to < \$1.8M - 4 points \$1.8M to < \$2.4M - 6 points \$2.4M to < \$3M - 8 points \$3M to < \$3.6M - 10 points
R3		The Bidder should demonstrate its total billable experience (in dollars) in delivering informatics services for a PWGSC system using Cognos' Business Intelligence (BI) Tools Suite and Informatica' Extract-Transform-Load (ETL) tools for the Business Intelligence requirements, by using Appendix B of Attachment 3.2.	10		The Bidder will be awarded points as follows for the sum of Total Billable Value demonstrated: < \$600K - 1 point \$600K to < \$1.2M - 2 points \$1.2M to < \$1.8M - 4 points \$1.8M to < \$2.4M - 6 points \$2.4M to < \$3M - 8 points \$3M to < \$3.6M - 10 points
R4		The Bidder should demonstrate its total billable experience (in dollars) in delivering informatics services for PWGSC using any other client/server Architecture in excess to R.2 and R.3, by using Appendix B of Attachment 3.2.	5		The Bidder will be awarded points as follows for the sum of Total Billable Value demonstrated: < \$600K - 1 point \$600K to < \$900K - 2 points \$900K to < \$1,2M - 3 points \$1.2M to < \$1.5M - 4 points \$1.5M to < \$1.8M - 5 points
			TOTAL (Minimum Pass Mark)	125 (75)	
Bids that do not meet the required minimum points will not be evaluated further.					



APPENDIX A TO ATTACHMENT 3.2
BILLABLE DAYS RESPONSE TEMPLATE FOR M1 AND R1

The Bidder certifies that billable days provided in this appendix occurred for the following contracts for ALL of the Categories of Personnel listed. The Bidder also certifies that the work delivered by the Categories of Personnel provided in this appendix includes at least 50% of the associated tasks listed in the Statement of Work at Annex A of this bid solicitation for that Categories of Personnel.

CATEGORY OF PERSONNEL	NUMBER OF BILLABLE DAYS					Total
	Cross Reference to Contract Reference # _____	Cross Reference to Contract Reference # _____	Cross Reference to Contract Reference # _____	Cross Reference to Contract Reference # _____	Cross Reference to Contract Reference # _____	
Application/Software Architect						
Programmer Analyst						
System Analyst						
Tester						
Database Administrator						
Database Analyst / IM Administrator						
Database Modeller / IM Modeller						
System Administrator						
Technical Architect						
Technology Architect						
Business Analyst						
Business Process Reengineering (BPR) Consultant						
Technical Writer						
Project Administrator						
Project Leader						
Project Manager						
Quality Assurance Specialist/Analyst						

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**APPENDIX B TO ATTACHMENT 3.2
CONTRACT REFERENCE RESPONSE TEMPLATE**

CORPORATE CONTRACT REFERENCE #:		<i>Bidder Assigned #</i>
<i>Bidder Name:</i>		
CUSTOMER CONTACT INFORMATION		
<i>Name of Organization:</i>	<i>Contact Name:</i>	
<i>E-mail address:</i>	<i>Telephone number:</i>	
PROJECT DETAIL		
<i>Project Title and description:</i>		
<i>Project Start Date (mm/yy):</i>	<i>Project End Date (mm/yy):</i>	
<i>Total Billable Value:</i>		
CORPORATE INVOLVEMENT		
<i>Description of requirement and system (where applicable)</i>		
<i>System Type(s) associated to this contract</i>		
<input type="checkbox"/> Sybase' PowerBuilder (using either an Oracle or Sybase database)	<input type="checkbox"/> Cognos' BI Tools Suite and Informatica' ETL tools .	
<input type="checkbox"/> Client/server platform	<input type="checkbox"/>	

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ATTACHMENT 3.3

BIDDER'S RESPONSE TEMPLATE FOR FIRM ALL INCLUSIVE PER DIEM RATES

"Firm All Inclusive Per Diem Rates" for the Initial Contract Period listed below 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 must not be lower than the corresponding rate(s) quoted for the Initial Contract Period.

FIRM ALL INCLUSIVE PER DIEM RATES					
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	INITIAL CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2
TECHNOLOGY SERVICES CLASS					
A. Applications Services Sub-Class					
A.1	Application/Software Architect	2	\$	\$	\$
A.7	Programmer Analyst	2	\$	\$	\$
A.8	System Analyst	2	\$	\$	\$
A.11	Tester	2	\$	\$	\$
I. IM/IT Sub-Class					
I.2	Database Administrator	2	\$	\$	\$
I.3	Database Analyst / IM Administrator	2	\$	\$	\$
I.4	Database Modeller / IM Modeller	2	\$	\$	\$
I.9	System Administrator	2	\$	\$	\$
I.10	Technical Architect	2	\$	\$	\$
I.11	Technology Architect	2	\$	\$	\$
BUSINESS SERVICES CLASS					
B.1	Business Analyst	2	\$	\$	\$
B.5	Business Process Reengineering (BPR) Consultant	2	\$	\$	\$
B.14	Technical Writer	2	\$	\$	\$
PROJECT MANAGEMENT SERVICES CLASS					
P.6	Project Administrator	2	\$	\$	\$
P.8	Project Leader	2	\$	\$	\$
P.9	Project Manager	2	\$	\$	\$
P.11	Quality Assurance Specialist/Analyst	2	\$	\$	\$

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



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		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"/>	
Not releasable À ne pas diffuser <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:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux :

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

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui
- If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

PRODUCTION

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

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat EN678-052805
Security Classification / Classification de sécurité UNCLASSIFIED

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres imprimées) Charbonneau, Tamara		Title - Titre As Supply Team Leader	
Telephone No. - N° de téléphone 819-985-1442		Facsimile No. - N° de télécopieur 819-985-2590	
E-mail address - Adresse courriel tamara.charbonneau@pwgsc.gc.ca		Date 2006/06/12	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres imprimées) Gauthier, Simon		Title - Titre Security Officer	
Telephone No. - N° de téléphone 819-934-0313		Facsimile No. - N° de télécopieur - 819-956-4315	
E-mail address - Adresse courriel simon.gauthier@pwgsc.gc.ca		Date 12/6/2006	
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			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres imprimées)		Title - Titre	
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 SAUMAR		Title - Titre CONTRACT SECURITY OFFICER	
Telephone No. - N° de téléphone 613-948-1732		Facsimile No. - N° de télécopieur 613-948-1762	
E-mail address - Adresse courriel JACQUES.SAUMAR@PWGSC.GC.CA		Date 16-06-06	

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Security Classification / Classification de sécurité UNCLASSIFIED
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