

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

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

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

**Place du Portage, Phase III**

**Core 0A1/Noyau 0A1**

**Gatineau**

**Québec**

**K1A 0S5**

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> CONSULTING SERVICES	
<b>Solicitation No. - N° de l'invitation</b> EN869-120903/C	<b>Date</b> 2012-05-03
<b>Client Reference No. - N° de référence du client</b> 20120903	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$EL-618-24372	
<b>File No. - N° de dossier</b> 618el.EN869-120903	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-05-23</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brewster, Shannon	<b>Buyer Id - Id de l'acheteur</b> 618el
<b>Telephone No. - N° de téléphone</b> (819) 956-5879 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5925
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 8TH FL. 700 MONTREAL RD OTTAWA Ontario K1A0P7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

4C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

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**This bid solicitation cancels and supersedes previous bid solicitation number EN869-120903/B dated January 18, 2012, with a closing of February 14, 2012 at 02:00 PM.**

## **BID SOLICITATION**

**FOR CONTRACTS AGAINST A SUPPLY ARRANGEMENT**

**FOR**

**TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

**2 - TECHNOLOGY ARCHITECT - LEVEL 3**

**REQUIRED BY**

**PROJECT DELIVERY OFFICE (PDO),  
INFORMATION TECHNOLOGY SERVICES BRANCH (ITSB),  
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC)**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

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

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

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

### **1.2 SUMMARY**

- (a) This bid solicitation is being issued to satisfy the requirement of Public Works and Government Services Canada (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of up to two contracts for one year 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, Article 6.1 - Security, Financial and Other Requirements, and Part 7, Article 7.4 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.tpsgc-pwgsc.gc.ca/acquisitions/text/plain/plain-e.html>) Website.
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement, and the Canada-Panama Free Trade Agreement if it is in force.
- (e) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the NCR Region under the EN578-055605/D series of Supply Arrangements (SAs) are eligible to compete. The TBIPS Supply Arrangement EN578-055605/D is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in the 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) The following resource in the Category of Personnel described below are required on an “as and when requested basis” in accordance with the TBIPS SA Annex “B”.

CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	ESTIMATE NUMBER OF RESOURCES REQUIRED
Technology Architect	Level 3	2

### 1.3 COMMUNICATIONS NOTIFICATION

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with Subsection 5.4 amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2003 and this document, this document prevails.

### 2.2 SUBMISSION OF BID

- (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.

#### Solicitation Closes:

At 02:00 PM On (2012-05-23) Time Zone: Eastern Daylight Saving Time (EDST)

### 2.3 ENQUIRIES – BID SOLICITATION

- (a) All enquiries must be submitted in writing to the Contracting Authority (see Article 7.6(a)), no later than ten 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.**

## 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 (1 hard copy)
  - (iii) Certifications (1 hard copy)
- Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.
- (b) Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - (ii) use a numbering system that corresponds to the bid solicitation;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
  - (iv) include a table of contents.
- (c) 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)
- (i) Bidders can submit one (1) or two (2) resources for the Technology Architect category. Bidders must not propose the same resource twice. Each resource will be evaluated separately.
  - (ii) In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (b) The technical bid consists of the following:
- (i) **Bid Submission Form:**  
Bidders are requested to include the Bid Submission Form with their bids (see Form 1). 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

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Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) **Security Clearance and Financial Requirements: Are as required by Part 6 of this bid solicitation:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date.

Security Information	Bidder to insert data
Name of individual as it appears on security clearance application form	
Date of birth	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

- (iii) **Substantiation of Technical Compliance:**  
The technical bid must substantiate the compliance with the specific articles of Annex "D", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Annex "D", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iv) **For the Proposed Resources:**  
The technical bid must include a résumé for the resources identified in the bid solicitation. The technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resource:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
  - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
  - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
  - (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant date(s) (month and year) for the experience

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claimed (i.e., the start date and end date). Canada will consider the duration of the experience as it is evidenced from the start to the end date of the resource's specific time spent on a project or projects, instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

- (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as this bid solicitation, will not be considered "demonstrated" for evaluation purposes. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

(v) **Customer Reference Contract Information:**

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

### 3.3 SECTION II: FINANCIAL BID

(a) **Pricing:**

Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation and Annex "C" to Part A of their Supply Arrangement. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables. The Bidder's proposed firm per diem rates for the initial contract period must not exceed those rates set out in Annex "C" to Part A Schedule of Per Diem Rates of the SA Holder's Supply Arrangement. SA Holders may offer a percentage discount on their per diem rates. The rates quoted for any option period must not be lower than the corresponding rate 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 years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

(c) **Blank Prices:**

Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

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### **3.4 SECTION III: CERTIFICATIONS**

Bidders must submit the certifications required under Part 5 and Appendix B to Annex A - Certifications.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
- (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 TECHNICAL EVALUATION

- (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 Annex "D" - RFP Evaluation Criteria and Response Table.
- (b) **Point-Rated Technical Criteria:**  
Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated evaluation criteria are described in Annex "D" - RFP Evaluation Criteria and Response Table.
- (c) **Reference Checks:**  
Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not allocate any points or consider a mandatory criteria met unless the response is received within five working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.
- (d) **Resource Qualifications:**  
The qualifications and experience of the proposed resources will be assessed against the requirements set out in the bid solicitation. Canada may request proof of successful completion of formal training, as well as reference information. The Contracting Authority reserves the right to

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request references from a Bidder to conduct a reference check to verify the accuracy of the information provided.

#### 4.3 FINANCIAL EVALUATION

- (a) The Bidder must provide firm, all inclusive per diem rates for the initial contract period and option periods for each Resource Category identified in Annex "B" - Basis of Payment, using the tables attached at Annex "B" - Basis of Payment. The financial evaluation will be conducted only on proposals that are technically responsive by using these rates to calculate the Total Financial Score. For the initial contract period of any contract (from date of award) resulting from this bid solicitation, the applicable firm per diem rates must not exceed those rates specified in Annex "C" - Schedule of Per Diem Rates of the SA Holder's Supply Arrangement for each relevant resource. Failure to abide with this condition will result in a proposal being considered non-responsive.
- (b) The Financial evaluation will be conducted using the firm per diem rates provided by the technically responsive bid to calculate the Total Financial Score.
- (c) There are two financial evaluation methods possible for this requirement. The first method will be used if 3 or more bidders are determined responsive (see 4.3(c)) and the second method will be used if less than 3 bidders are determined responsive (see 4.3 (d)).
- (d) **Financial Evaluation Method 1:** The following evaluation method will be used if 3 or more bids are determined responsive:
- (i) **STEP 1 - DETERMINING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each resource category, the median band limits based on the firm per diem rates provided by the technically responsive Bids. For each period and each resource category, the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the lower median rate to a value of minus (-) 20% of the median and an upper median rate to a value of plus (+) 30% of the median. When an even number of technically responsive Bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive Bids, the middle rate will be used.
- (ii) **STEP 2 - POINTS ALLOCATION:** Points will be allocated as follows, for each period and each resource category:
- (A) A Bidder's proposed firm per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit will be allocated 0 points.
- (B) A Bidder's proposed firm per diem rate that falls within the upper and lower median band limits will be allocated points using the following calculation, which will be rounded to two decimal places:
- |   |   |                                     |
|---|---|-------------------------------------|
| Lowest proposed firm per diem rate<br>within the median band limits   | X | Points Assigned at<br>Table 1 below |
| Bidder's proposed firm per diem rate<br>within the median band limits |   |                                     |
- (C) A Bidder's proposed firm per diem rate that falls within the predetermined median band limits and is the lowest proposed firm per diem rate will be allocated the applicable points assigned at Table 1 below.

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TABLE 1 - POINTS ASSIGNED				
RESOURCE CATEGORIES	INITIAL (1 YEAR) CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	TOTAL POINTS
Technology Architect - Level 3	300	100	100	500
<b>MAXIMUM FINANCIAL POINTS</b>	<b>300</b>	<b>100</b>	<b>100</b>	<b>500</b>

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

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:							
Resource Category	Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
<b>STEP 1 - DETERMINING THE LOWER AND UPPER MEDIAN BANDS FOR EACH YEAR AND EACH RESOURCE CATEGORY</b>							
(Median 1)	For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.						
(Median 2)	For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.						
(Median 3)	For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.						
(Median 4)	For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.						
(Median 5)	For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.						
(Median 6)	For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.						
<b>STEP 2 - POINTS ALLOCATION:</b>							
<b>Bidder 1:</b>							
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)						

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**Bidder 2:**

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

**Bidder 3:**

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

**STEP 3 - TOTAL FINANCIAL SCORE:**

<b>Bidder 1</b>	75 + 75 + 50 + 50 + 0 + 22 = Total Financial Score of 272 points out of a possible 300 points
<b>Bidder 2</b>	71 + 67 + 50 + 48 + 23 + 25 = Total Financial Score of 284 points out of a possible 300 points
<b>Bidder 3</b>	67 + 67 + 46 + 0 + 25 + 25 = Total Financial Score of 230 points out of a possible 300 points

(e) **Financial Evaluation - Method 2:** The following evaluation method will be used if less than 3 bids are determined responsive:

(i) **STEP 1 - POINTS ALLOCATION:** Points will be allocated to the Bidder, for each period and each resource category, using the following calculation which will be rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Points Assigned at Table 1 above}$$

A Bidder's proposed firm per diem rate that is the lowest proposed firm per diem rate, will be allocated the applicable points at Table 1 above.

(ii) **STEP 2 - TOTAL FINANCIAL SCORE:** Points allocated under **Step 1** will be added together and rounded to two decimal places, to produce the Total Financial Score for each Bidder.

(f) **Formulae in Pricing Tables**

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

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

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for a specific resource category). If Canada requests price support, it will be requested from all compliant bidders proposing a rate that is at least 20% lower than the median rate bid by all compliant bidders for the relevant resource category or categories. Where Canada requests price support, the following information is required:

- (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 resource category, where those services were provided in the National Capital Region for at least three months within the twelve months prior to the bid solicitation issuance date, and the fees charged were equal to or less than the rate offered to Canada;
- (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 solicitation's Statement of Work for the resource category being examined for an unreasonably low rate;
- (iii) in respect of each referenced contract, a CV for the resource that performed under that contract that shows the resource would pass the minimum qualifications for the resource category being examined for an unreasonably low rate; 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 categories.

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

#### **4.4 BASIS OF SELECTION**

- (a) A bid must comply with the requirements of the bid solicitation, and meet all mandatory evaluation criteria (including attaining a minimum pass mark of **70%** for each proposed resource in the rated requirements found at Annex "D" - RFP Evaluation Criteria and Response Table) to be declared responsive. The responsive bid(s) that obtains the highest combined rating of technical merit and price, by adding the Final Technical Score with the Financial Proposed Score, will be recommended for award of a contract. The total possible Final Technical Score is 60 while the total possible Financial Proposed Score is 40.
- (b) The maximum number of two (2) contracts may be awarded in total as a result to this bid solicitation.
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

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(d) In the event of identical total bidder scores, then the bids (to a maximum of 2) with the highest Final Financial Score will become the top-ranked bidder(s).

(e) **Evaluation of Proposal - Best Overall Value**

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

For each proposal:

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

$$\frac{\text{Bidder's Total Technical Score}}{\text{Maximum Technical Points (200 points)}} \times 60 \text{ Points} = \text{Final Technical Score (Max. of 60 points)}$$

**The Bidder must obtain a minimum overall pass mark of 140 points out of a maximum of 200 points in order to be considered responsive.**

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

$$\frac{\text{Bidder's Total Financial Score}}{\text{Table 1 - Maximum Points (500 points)}} \times 40 \text{ Points} = \text{Financial Proposed Score (Max. of 40 points)}$$

The Total Bidder Score will be calculated in accordance with the following formula:

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

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## **PART 5 - CERTIFICATIONS**

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

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

### **5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

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

### **5.2 FEDERAL CONTRACTORS PROGRAM - CERTIFICATION**

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

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(because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or

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

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

### 5.3 FORMER PUBLIC SERVANT CERTIFICATION

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

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

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

#### **5.4 STATUS AND AVAILABILITY OF RESOURCES**

- (a) By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid as a named resource or in response to a Task Authorization will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of the individual, the Bidder may propose a substitute who will be rated by the Technical Authority and the rated score obtained must be equal or superior as the original resource being replaced. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.
- (b) If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual or his/her employer to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.5 EDUCATION AND EXPERIENCE**

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

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and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.

## **5.6 CERTIFICATION OF LANGUAGE - ENGLISH ESSENTIAL**

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

## **5.7 CERTIFICATION OF INFORMATION**

The Bidder certifies that all the information provided in the resumes and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resultant Contract.

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 SECURITY REQUIREMENT**

- (a) Before award of a contract, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
  - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) 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.
- (c) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

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## 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 Information Technology Services Branch.
- (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.

### 7.2 MINIMUM WORK GUARANTEE

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

### 7.3 STANDARD CLAUSES AND CONDITIONS

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

- (a) **General Conditions:**  
2035 (2012-03-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (b) **Supplemental General Conditions:**  
The following Supplemental General Conditions:  
4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

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## 7.4 SECURITY REQUIREMENT

The following Security Requirement (SRCL and related clauses), as set out under Annex "A" to Part B to the Supply Arrangement EN578-055605-D and forms part of this Contract.

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

## 7.5 CONTRACT PERIOD

- (a) **Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends one year later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
  - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two 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.

## 7.6 AUTHORITIES

### (a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Shannon Brewster  
Title: Supply Officer  
Public Works and Government Services Canada

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Acquisitions Branch  
 Directorate: Informatics and Telecommunications Systems Procurement Directorate  
 Address: 11 Laurier Street, Gatineau, Quebec, K1A 0S5  
 Telephone: 819 956-5879  
 Facsimile: 819 956-5925  
 E-mail address: shannon.brewster@pwgsc.gc.ca

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

**(b) Technical Authority (to be provided at contract award)**

The Technical Authority for the Contract is:

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

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

**(c) Contractor's Representative (will be filled in at contract award)**

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

**7.7 PAYMENT**

**(a) Basis of Payment**

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

(ii) **Overtime Work:**

- (a) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (b) The Technical Authority will advise the Contractor as soon as possible of any overtime requirements. All overtime must be pre-approved by the Technical Authority.

(iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for

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errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

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

(b) **Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. Customs duties are excluded or subject to exemption and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work.  
The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - (a) it is 75 percent committed, or
  - (b) 4 months before the Contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- (iii) In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

(c) **Method of Payment - Monthly Payment:** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

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(iii) the Work delivered has been accepted by Canada.

(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 Resources:** If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.

(ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.

(iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

(iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

(v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

(vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

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

(i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise

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would have been performed if the Contractor had been able to gain access to the premises.

## 7.8 INVOICING INSTRUCTIONS

- (a)
  - (i) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
  - (ii) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
  - (iii) 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.
- (b) Each invoice must be supported by:
  - (i) a copy of time sheets to support the time claimed;
  - (ii) a copy of the release document and any other documents as specified in the Contract;
  - (iii) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - (iv) a copy of the monthly progress report.
- (c) Invoices must be distributed as follows:
  - (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 CERTIFICATIONS

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

## 7.10 APPLICABLE LAWS

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

## 7.11 PRIORITY OF DOCUMENTS

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions:
  - 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2012-03-02), Higher Complexity - Services;

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- (d) Annex A, Statement of Work (SOW) including its Appendices as follows:
  - (i) Appendix A to Annex A - Non-Disclosure Agreement
  - (ii) Appendix B to Annex A - Certifications
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Supply Arrangement Number EN578-055605/XXX/EL (the "Supply Arrangement"); and
- (i) the Contractor's bid dated \_\_\_\_\_ **(to be filled out at Contract Award)**.

## 7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

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

## 7.13 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

## 7.14 INSURANCE REQUIREMENTS

### (i) Contractor's Responsibility

- (a) 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.
- (b) To meet the insurance requirements of the Contract, the Contractor must provide, upon request, in its application a Certificate of Insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements or, at the request of the Contracting Authority, a certified true copy of all applicable insurance policies.

### (ii) 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 \$2 million** per accident or occurrence and in the annual aggregate.

### (iii) CGL Endorsements

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

- (a) 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. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

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- (b) The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (c) Notice of Cancellation Endorsement: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation;
  - (d) 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;
  - (e) 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;
  - (f) Contingent Employer's Liability Endorsement<sup>1</sup>: To protect Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of their employees;
  - (g) 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.
  - (h) 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.
  - (i) Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on it's behalf.
  - (j) 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.
  - (k) 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;
  - (l) Non-Owned Automobile Endorsement: To protect the Contractor for liabilities arising by their use of vehicles owned by other parties including Canada.
  - (m) 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.
- (iv) **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 defense costs.

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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.

(v) **Errors and Omissions Endorsements**

The following clauses must be incorporated into the conditions of the Contractor's Errors and Omissions Liability coverage:

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

**7.15 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY**

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

(b) **First Party Liability:**

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
- (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
  - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of 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's performance or failure to perform the Contract that relate to:
- (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

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(B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 75% times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

(vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back up of its records and data.

(c) **Third Party Claims:**

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

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

(iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

**7.16 JOINT VENTURE CONTRACTOR**

(a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.

(b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

(i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;

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- (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

## **7.17 PROFESSIONAL SERVICES - GENERAL**

- (a) The Contractor must provide professional services on an "as and when requested basis" as specified in this contract.

Professional services under this contract should be authorized by methods such as facsimile, electronic mail or any other method deemed acceptable by both the client and the Contractor and documented in writing.
- (b) The Contractor must provide professional services on request as specified in this Contract. The individual(s) proposed in its bid is required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual in accordance with the Article titled, "Replacement of Specific Individuals" in the General Conditions 2035. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Client's operating environment. In respect of any given Category of Personnel, any replacement resource will be rated by the Project Authority and the score obtained must be equal or superior.
- (c) 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).
- (d) 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.

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- (e) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. The Contractor's 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.
- (f) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

### 7.18 SAFEGUARDING ELECTRONIC MEDIA

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

### 7.19 REPRESENTATIONS AND WARRANTIES

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

### 7.20 ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

### 7.21 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;

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- (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.

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.

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## ANNEX A - STATEMENT OF WORK

### 1. BACKGROUND

Under the Department of Public Works and Government Services (PWGSC) Act, PWGSC has the legislated mandate to provide compensation services, including both pension plan administration and pay administration, to Government of Canada (GC) employees and employers. PWGSC is responsible for the administration of pension plans for public servants governed under the Public Service Superannuation Act (PSSA), and for the administration of the respective pension plans for the Members of Parliament, Federal Judges, the Diplomatic Corps, and the Lieutenant Governors. The Department also provides pension services, on a cost recovery basis, to the military members of the Department of National Defence (DND).

Currently, PWGSC's process and systems infrastructure for pension administration is approximately 40 years old and in serious need of renewal. The limited capabilities of existing processes and the outdated technology of the legacy systems severely compromise PWGSC's ability to sustain current service levels.

The Government of Canada Pension Modernization Project (GCPMP) has been established to develop and implement both the business transformation and Information Technology (IT) solutions for the renewal of PWGSC pension administration systems and services. The GCPMP will provide a modern pension administration infrastructure through the phased adoption of commercial-off-the-shelf (COTS) software based solutions for both core pension administration and Customer Relationship Management (CRM) to transform the pension administration business organization, functions, and processes.

The Project Delivery Office (PDO) of the Information Technology Services Branch (ITSB), is responsible for the delivery of PWGSC major projects. The PDO has a requirement for the professional services of a Technology Architect, level 3, to support the GCPMP in the areas of technical architecture, infrastructure, application design and IT security. The requirement will also require the resource to have experience, knowledge and skill sets in change management, planning, coordinating, advising, and executing in all the above areas as well as the area of project management.

### 2. OBJECTIVE

The GCPMP will be using the following phased release approach for this requirement.

- ◆ GCPMP release 2.5 began September 2009 with an expected end date of late November 2011;
- ◆ GCPMP release 3.0 began April 6, 2010 with an expected end date of late November 2012;
- ◆ GCPMP-Royal Canadian Mounted Police (RCMP) release 1.0 began July 2010 with an expected end date of December 2013;
- ◆ GCPMP-DND release 1.0.

For each of the above releases, the Technology Architect, level 3 will be responsible for the following:

1. PDO Work Breakdown Stream (WBS): The purpose of the WBS is to identify the tasks, milestones and deliverables for the PDO team. It will contain an integrated view within GCPMP, GCPMP-RCMP, and GCPMP-DND and their interdependencies.

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2. **Functional Specification Reviews:** The Functional Specifications are issued by the vendor (HP). They outline the functional design of the various components and interfaces contained in the overall GCPMP, GCPMP-RCMP, and GCPMP-DND Solution. Functional Specifications are produced for each release and reviewed by the Technical Team. Comments and issues are documented within a detailed review log.
3. **Monthly ITSB Dashboard Updates:** The ITSB Dashboard is a tool to communicate the status of projects to ITSB senior management. Data entry into the dashboard should be conducted with this audience in mind. In particular, project status information should be entered and updated at least monthly with the objective of clearly communicating with and engaging the senior management team.
4. **Change Management Impact Analysis:** Coordinate and perform Impact Assessments for each change request within GCPMP, GCPMP-RCMP, and GCPMP-DND that have an impact on Infrastructure, IT Security and Privacy, and In-Service Support. Impact Assessments include solution design, cost, schedule, risks and procurement.
5. **Decision Requests and Change Requests:** Coordinate and perform Impact Assessments for each decision request and change requests within GCPMP, GCPMP-RCMP, and GCPMP-DND that have an impact on Infrastructure, IT Security and Privacy, and In-Service Support. Impact Assessments include solution design, cost, schedule, risks and procurement. Decisions often generate risks so these decisions will need to be analyzed with appropriate action and mitigation strategies developed in order to minimize impacts.
6. **Risk Log including Risk Quantification:** Maintain the PDO risk log on a monthly basis. Each risk must be assessed monthly to determine if there is any change to the risk level. All risks must be quantified to determine what impact they will have should the risk materialize. A mitigation strategy is required for each risk to a course of action is known to at least maintain the current risk levels or reduce them.
7. **Development and Testing Requirements Schedule:** Maintain the development and testing requirements schedule. On a weekly basis, assess status reports, meeting minutes and executive briefings to determine if there is an impact on the schedule and what effect those impacts would have on all forthcoming releases. Develop management briefings with recommendations and mitigations on impacts for the purpose of ensuring a way forward is maintained.
8. **WBS for Application Monitoring Activities:** Develop and maintain the WBS for the implementation of application monitoring in the production environment for GCPMP releases only.
9. **Hardware and Software Catalogue:** Develop a catalogue of configuration items based on all the assets of the project. This catalogue would be the basis for the maintenance and support of those assets as we move forward through the project and into a production operation model.
10. **Document Management Strategy:** Develop and implement a document management strategy for the PDO to enable them to better manage information assets on behalf of ITSB, and an extended document to encompass the GCPMP-RCMP and GCPMP-DND into the existing information management solution.
11. **Solution Validation:** Validate the proposed technical solution against existing Government of Canada Standards, Policies, Directives and Guidelines.
12. **Emerging Technology Assessment:** Assess emerging technologies against Government of Canada Standards, Policies, Directives and Guidelines.
13. **Fit-Gap Analysis Documentation:** Participate and document findings from the GCPMP-DND Fit-Gap analysis.

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14. Procurement Strategy: Develop the GCPMP-DND procurement strategy for all hardware and software within the Software Development Facility and the Summerside Data Center. This will also include the new call center in the National Capital Region (NCR).

### 3. SCOPE

The Technology Architect - level 3, will be responsible for the planning, execution, and advising within the areas of technical architecture, infrastructure, application design, IT security, project management and change management for the GCPMP.

#### Technology Architect - Level 3

The Technology Architect - level 3 responsibilities include, but are not limited to, the following tasks and deliverables:

##### Tasks:

- Plan and coordinate all change management activities for the PDO;
- Perform detailed technical impact and cost analysis on PDO change management activities;
- Provide support and guidance to the architecture manager and technical director;
- Provide support and guidance to the IT security team;
- Review and advise the PDO on functional specifications developed to meet business requirements for the project;
- Identify gaps in the technical solution and develop methods of mitigating the risk associated with those gaps;
- Validate the proposed technical solution against existing Government of Canada Standards, Policies, Directives and Guidelines;
- Assess emerging technologies against Government of Canada Standards, Policies, Directives and Guidelines;
- Coordinate activities around the implementation of a change request;
- Provide expertise in managing issues and risks (including risk quantification);
- Provide project management support;
- Develop a document management strategy, and setup and maintain the required tools;
- Provide support and guidance to the business manager in the areas of financial management and stakeholder management;
- Provide procurement advice on infrastructure, hardware and software components;
- Liaise with the client and vendor teams to resolve issues and risks; and
- Participate in various management meetings.

##### Deliverables:

- Create ITSB dashboard reports and briefings as required;
- Develop, plan, analyze, evaluate and prioritize deliverables and requirements;
- Develop and manage the development and testing requirements schedule;
- Create decision requests and change requests for the ITSB PDO;

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- Develop and/or review service level agreements and operational level agreements;
- Develop plans for the deployment of new infrastructure to support the project;
- Create briefing materials and presentations for senior management;
- Create and maintain a hardware and software catalogue for the development, testing and production environments;
- Develop and manage non functional findings from the GCPMP-DND Fit-Gap analysis
- Create DND Procurement Strategy document;
- Maintain PDO Risk Log; and
- Develop and implement a document management strategy for the PDO to enable them to better manage information assets on behalf of ITSB.

**Format:**

All deliverables will be provided electronically. No vendor marking or insignia is to appear on any of the deliverables.

The acceptance of any technical deliverables and technical support services shall be subject to the approval of the Technical Authority.

**4. REPORTING REQUIREMENT**

The Consultant must prepare monthly status reports of the work performed. As a minimum, each monthly status report must document the following information:

1. Monthly time sheets: Showing the hours worked on a daily basis and in a form to be determined by the Technical authority;
2. Significant Accomplishments: Showing all activities completed during the previous period;
3. Planned Accomplishments: Showing all activities planned for the next period;
4. Unplanned Activities: Showing all activities completed which were not planned for the period;
5. Risks, Issues and Mitigation: Identifying all risks and issues, with probability of occurrence, impact, and measures applied to mitigate the risks.

**5. LANGUAGE REQUIREMENT**

The language requirement for this contract is English. The Contractor personnel must be fluent in English. Fluent means that the proposed resources must be able to communicate orally and in writing without any assistance and with minimal errors in English.

**6. WORKING LOCATION**

All work associated with the contract will be performed in NCR.

**7. TRAVEL**

Travel may be required from time to time within the NCR in the performance of the activities described in this Statement of Work. The Contractor remains responsible for any travel expenses related to travel within the National Capital Region that may be required as part of this Contract.

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## 8. WORKING HOURS

Normal working hours will be within 07:00 to 17:30 EDT Monday through Friday where the Contractor's resources will be expected to work 7.5 hours each day between those hours. A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

Hours worked X applicable firm per diem rate

7.5 hours

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**APPENDIX A TO ANNEX A  
NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_ (the Contractor), I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No EN869-120903/C between Canada, as represented by the Minister of Public Works and Government Services and the Contractor, including any information that is personal, confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: EN869-120903/C.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**APPENDIX B TO ANNEX A  
CERTIFICATIONS**

**(A) EDUCATION AND EXPERIENCE**

The Contractor certifies that all the information provided in the CV 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 proposed is 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 Contract being declared non responsive or another action the Minister may consider appropriate.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**(B) 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 person (or the employer of such person) to propose the services of such person in relation to the work performed in fulfillment of this contract EN869-120903/C and to submit such person's CV 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

**(C) AVAILABILITY OF PERSONNEL**

The Contractor certifies that, should it be authorized to provide the services under this Contract, the person proposed will be available to commence performance of the work within a reasonable time from the date of acceptance of the Contract, or within the time specified by the Technical Authority, and will remain available to perform the work in relation to the fulfillment of the requirement.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**(D) CERTIFICATION OF LANGUAGE**

The Contractor certifies that the proposed resource(s) in response to this Contract is/are fluent in English. The individual proposed is able to communicate orally and in writing without any assistance and with minimal errors in English.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

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## ANNEX B - BASIS OF PAYMENT

### Financial Proposal

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

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

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

<b>INITIAL CONTRACT PERIOD</b> (To be determined at time of contract award)						
	(B)	(C*)	(D)	(E)	(F*)	
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost (Cx F)
Technology Architect	Level 3	240	\$		\$	\$

<b>OPTION PERIOD 1</b> (To be determined at time of contract award)						
	(B)	(C*)	(D)	(E)	(F*)	
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost (Cx F)
Technology Architect	Level 3	240	\$		\$	\$

<b>OPTION PERIOD 2</b> (To be determined at time of contract award)						
	(B)	(C*)	(D)	(E)	(F*)	
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost (Cx F)
Technology Architect	Level 3	240	\$		\$	\$

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

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### ANNEX C - SECURITY REQUIREMENTS CHECK LIST

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		Security Classification / Classification de sécurité UNCLASSIFIED	
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>			
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>			
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 Information 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? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <small>(Specify the level of access using the chart in Question 7. c)</small>			
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"/>		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 checked="" 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 checked="" type="checkbox"/>		NATO SECRET / NATO SECRET <input type="checkbox"/>	
SECRET / SECRET <input checked="" 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"/>			
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>			

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Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des données COMSEC désignées PROTÉGÉES et/ou CLASSIFIÉES?  No  Yes

9. Will the supplier require access to extremely sensitive RFI/RFEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des données RFI/RFEC de nature extrêmement délicate?  No  Yes

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input checked="" type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" 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"/> COMSEC TOP SECRET COMSEC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX INSTALLATIONS			

Special comments / Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of clearance are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont indiqués, un guide de classification de la sécurité doit être fourni.

10. b) May government personnel be hired for portions of the work?  
Quelques-uns des travaux requis peuvent-ils être confiés à des personnes du travail?  
If Yes, will unclassified personnel be employed?  
Si Oui, le personnel non classifié sera-t-il employé?  No  Yes

**PART C - SAFEGUARDING SUPPLIERS / PARTIE C - PROTECTION ET PROTECTION DES FOURNISSEURS**  
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 données PROTÉGÉES et/ou CLASSIFIÉES?  No  Yes

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 données COMSEC?  No  Yes

**PRODUCTION**

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

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELIANT 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 PROTÉGÉES et/ou CLASSIFIÉES?  No  Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government's departments or agency?  
Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes

TRISCT 336-1030604(12) Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

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 GOVERNMENT of Canada / LE GOUVERNEMENT DU CANADA

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**PART C - (continued) / PARTIE C (suite)**  
 For users completing the form manually use the summary chart below to indicate the category and level 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, le niveau de sauvegarde requis au installation 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**

Contract Category	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		SECRET					CONFIDENTIAL		
	A	B	C	TOP SECRET	SECRET	TOP SECRET (SPY/AGENCY)	SECRET (SPY/AGENCY)	SECRET (GENERAL)	SECRET (GENERAL)	SECRET (GENERAL)	CONFIDENTIAL (GENERAL)	CONFIDENTIAL (GENERAL)	CONFIDENTIAL (GENERAL)
Information Systems Production													
IT Support													
IT Helpdesk													

11. Is the description of the work contained within this SRC, PROTECTED and/or CLASSIFIED?  No  Yes  
 La description de travail contenue dans ce SRC est-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui  
 If Yes, classify this form by inserting 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. Will the documentation attached to this SRC, be PROTECTED and/or CLASSIFIED?  No  Yes  
 La documentation associée à la présente SRC sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui  
 If Yes, classify this form by inserting the top and bottom in the area entitled "Security Classification" and indicate with appropriate (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-y le « top » approprié (p. ex. SECRET avec des pièces jointes).

TRUSSCT 180-113209/12  
 Security Classification / Classification de sécurité: UNCLASSIFIED  


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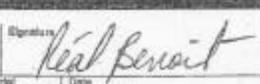
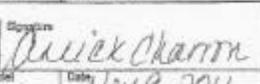
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 Government of Canada / Gouvernement du Canada		Contract Number / Numéro du contrat EN869-00005-0	
Security Classification / Classification de sécurité UNCLASSIFIED			
<b>13. Organization Project Authority / Autorité de projet de l'organisme</b>			
Name (print) - Nom (en lettres majuscules) Benoit, Réal		Title - Titre Manager, Supply	Signature 
Telephone No. - N° de téléphone 819 956-2153	Facsimile No. - N° de télécopieur 819 956-7827	E-mail address - Adresse courriel real.benoit@page-projet.gc.ca	Date 2011/10/08
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres majuscules) Charon, Annie		Title - Titre SO	Signature 
Telephone No. - N° de téléphone 812-086-0815	Facsimile No. - N° de télécopieur 819-934-1141	E-mail address - Adresse courriel annie.charon@page-projet.gc.ca	Date Nov 9, 2011
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres majuscules)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractuelle en matière de sécurité</b>			
Name (print) - Nom (en lettres majuscules) JACQUES SAUMUR		Title - Titre CONTRACT SECURITY OFFICER	Signature 
Telephone No. - N° de téléphone 613-949-1332	Facsimile No. - N° de télécopieur 613-954-4131	E-mail address - Adresse courriel JACQUES.SAUMUR@TASGC-PAVSC.GC.CA	Date 16-NOV-2011
TASGC-PAVSC.GC.CA			
TDS95CT 350-105(2004412)		Security Classification / Classification de sécurité UNCLASSIFIED	
			

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## ANNEX D - RFP EVALUATION CRITERIA AND RESPONSE TABLE

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

**For each resource proposed, an up-to-date resume must be included.**

### **Description Guide:**

**The following definitions will apply for the evaluation of proposals submitted.**

**Information Technology (IT):** is the area of managing technology and spans a wide variety of areas that include, but are not limited to, things such as processes, computer software, information systems, computer hardware, programming languages, and data constructs.

**IT Project(s):** is an aggregate package of activities leading to the implementation of an information technology application in the scientific, technological and engineering disciplines, as well as to the management technologies used in information handling, communications, and processing.

**Commercial Off-The-Shelf (COTS):** pertains to a commercially marketed product which is readily available for procurement and normally used without modification.

**Certification and Accreditation (C&A):** is a process for implementing information security. It is a systematic procedure for evaluating, describing, testing and authorizing systems prior to or after a system is in operation.

**Project:** means work funded and accepted by an identified business client using various techniques to satisfy the business problem at hand, and is of a minimum duration of three months' (unless otherwise noted).

**Procurement:** is the acquisition of goods and/or services. It is favorable that the goods/services are appropriate and that they are procured at the best possible cost to meet the needs of the purchaser in terms of quality and quantity, time, and location.

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## Personnel Qualification Requirements

### 1.0 Resource Mandatory Requirements:

#### 1.1 TECHNOLOGY ARCHITECT – Level 3

The Bidder must demonstrate that the proposed Technology Architect – Level 3 has the following minimum experience:

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert data)	Insert Page # of Resume	Met/ Not Met
<b>M1</b>	<p>The Bidder must demonstrate that the proposed resource has a minimum of 10 years experience* working in Information Technology (IT) for a large organization (over 1000 employees).</p> <p><i>*Experience includes, but not limited to, the development of a system or application, infrastructure design, software or hardware architecture, IT security Certification and Accreditation, and management of IT assets and project management in an IT field such as infrastructure, application development, architecture, IT security.</i></p>			
<b>M2</b>	<p>The Bidder must demonstrate that the proposed resource has a minimum of 5 years experience on IT Projects, which integrated a minimum of 3 commercial off-the-shelf (COTS) products into a single solution for a client.</p> <p><i>**Must propose a minimum of 2 projects</i></p>			
<b>M3</b>	<p>The Bidder must demonstrate that the proposed resource has a minimum of 5 years experience* managing IT Projects (minimum of 2 Projects) valued at \$25,000,000 or more.</p> <p><i>*Experience includes, but not limited to, the planning, leading or controlling of human resources, IT assets (Software/Hardware), Procurement, budgets, application development, and IT architecture.</i></p>			

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<b>M4</b>	<p>The Bidder must demonstrate that the proposed resource has experience managing* 3 or more IT Projects at the same time, in the last 10 years.</p> <p><i>*Managing includes planning, leading, or controlling at least 2 of the following areas:</i></p> <ul style="list-style-type: none"><li>· <i>Scope</i></li><li>· <i>Time or Schedule</i></li><li>· <i>Activities or Tasks</i></li><li>· <i>Budget</i></li><li>· <i>Procurement</i></li><li>· <i>Quality</i></li><li>· <i>Risk</i></li></ul>			
<b>M5</b>	<p>The Bidder must demonstrate that the proposed resource has experience with a complete IT Security Certification* and Accreditation* (C&amp;A) process** in an IT Project.</p> <p><i>**A complete C&amp;A process is understood to mean the production, or management of production, of certification evidence deliverables resulting in the issuance of an Accreditation Letter by the Certification Authority. Response must clearly describe how the proposed resource meets this requirement and identify the deliverables produced.</i></p> <p><i>* Certification is defined by Treasury Board as a comprehensive evaluation of the technical and non technical security features of an IT system and other related safeguards to establish the extent to which a particular design and implementation meets a specific set of security requirements, made in support of the accreditation process.</i></p> <p><i>*Accreditation is defined by Treasury Board as the official authorization by management for the operation of an IT system, and acceptance by that management of the associated residual risk. Accreditation is based on the certification process as well as other management considerations.</i></p>			

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<b>M6</b>	The Bidder must demonstrate that the proposed resource has a minimum of 5 years experience in the preparation of executive briefings to CEOs or senior government officials (EX-3 and above).			
<b>M7</b>	The Bidder must demonstrate that the proposed resource has a minimum of 2 years experience working with a team (minimum of 2 people) on implementing* a pension system using a minimum of 2 COTS products.  <i>*Implementing includes, but not limited to, the review of functional specifications, solution validation, change impact analysis, managing risks, creating work breakdown structures, and providing advice and guidance to senior management on emerging trends, technologies and best practices.</i>			

**2.0 Resource Rated Requirements:**

**2.1 TECHNOLOGY ARCHITECT – Level 3**

The Bidder should demonstrate that the proposed Technology Architect – Level 3 has the following experience:

#	Rated Criteria	Points Max.	Bidder's Response	
			Demonstrated Experience (Bidders to insert data)	Insert Page # of Resume
<b>R1</b>	The Bidder should demonstrate that the proposed resource has experience managing* IT Projects that require the implementation of hardware or software.  <i>*Managing includes planning, leading, or controlling at least 2 of the following areas; human resources, IT assets (Software/Hardware), Procurement, budgets, application development, IT architecture.</i>  • 4 points for each Project up to a maximum of 20 points.	<b>20</b>		

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<b>R2</b>	<p>The Bidder should demonstrate that the proposed resource has experience* in Procurement with the federal Public Service.</p> <p><i>*Experience includes writing and evaluation RFP's, and Procurement of products or services.</i></p> <ul style="list-style-type: none"><li>• 4 points for each year up to a maximum of 20 points.</li></ul>	<b>20</b>		
<b>R3</b>	<p>The Bidder should demonstrate that the proposed resource has experience in a management role* on IT Projects with a total budget over \$5 million.</p> <p><i>*Management role could include senior project manager, senior architect, special advisor, project executive or manager in an IT field such as infrastructure, application development, architecture, IT security.</i></p> <ul style="list-style-type: none"><li>• 4 points for each Project up to a maximum of 20 points.</li></ul>	<b>20</b>		
<b>R4</b>	<p>The Bidder should demonstrate that the proposed resource has experience* working in Information Technology (IT), over and above the mandatory requirement outlined in M1.</p> <p><i>*Experience includes, but not limited to, the development of a system or application, infrastructure design, software or hardware architecture, IT security Certification and Accreditation, or management of IT assets and project management in an IT field such as infrastructure, application development, architecture, IT security.</i></p> <ul style="list-style-type: none"><li>• 2 points for each year up to a maximum of 20 points.</li></ul>	<b>20</b>		

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<b>R5</b>	<p>The Bidder should demonstrate that the proposed resource has experience managing, a minimum of 3, of the following elements within a single IT Projects.</p> <ul style="list-style-type: none"><li>▪ Scope</li><li>▪ Time or Schedule</li><li>▪ Activities or Tasks</li><li>▪ Budget</li><li>▪ Procurement</li><li>▪ Quality</li><li>▪ Risk</li></ul> <ul style="list-style-type: none"><li>• 3 elements = 5 points</li><li>• 4 elements = 10 points</li><li>• 5 elements = 15 points</li><li>• 6 elements = 20 points</li><li>• 7 elements = 25 points</li></ul>	<b>25</b>		
<b>R6</b>	<p>The Bidder should demonstrate that the proposed resource has experience* providing advice and guidance with IT Governance Processes and Procedures at the Director level and above.</p> <p><i>*Experience includes, but not limited to, providing recommendations, writing executive briefings, delivering formal presentations, interfacing with external stakeholders, or representing the interests of Senior executives in senior management meetings.</i></p> <ul style="list-style-type: none"><li>• 4 points for each year up to a maximum of 20 points.</li></ul>	<b>20</b>		

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R7	<p>The Bidder should demonstrate that the proposed resource has experience* providing advice and guidance to Senior organizational executives (EX level, equivalent to Executive category or Vice Presidents and above).</p> <p><i>*Experience includes, but not limited to, providing recommendations, writing executive briefings, delivering formal presentations, interfacing with external stakeholders, or representing the interests of Senior executives in senior management meetings.</i></p> <ul style="list-style-type: none"> <li>• 3 points for each year up to a maximum of 30 points.</li> </ul>	30		
R8	<p>The Bidder should demonstrate that the proposed resource has experience with conducting interviews and workshops with stakeholders for the purpose of defining technical requirements.</p> <ul style="list-style-type: none"> <li>• 1 - 2 years = 5 points</li> <li>• 3 - 4 years = 10 points</li> <li>• 5+ years = 15 points</li> </ul>	15		
R9	<p>The Bidder should demonstrate that the proposed resource has experience in the role of an Architect* or has experience managing** Architects on an IT Project.</p> <p><i>*Architect includes any of the following categories; application architect, technical architect, software architect, enterprise architect or IT security architect.</i></p> <p><i>**Managing includes planning, leading, or controlling at least 2 of the following areas; human resources, IT assets (Software/Hardware), Procurement, budgets, application development, IT architecture.</i></p> <ul style="list-style-type: none"> <li>• 3 points for each year up to a maximum of 30 points.</li> </ul>	30		
	<b>Maximum Technical Points:</b>	<b>200</b>		
	<b>Minimum Pass Mark (70%):</b>	<b>140</b>		
	<b>Technical Score:</b>			

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## ANNEX E - BID SUBMISSION FORM

BID SUBMISSION FORM					
<b>Bidder's full legal name</b>					
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name				
	Title				
	Address				
	Telephone #				
	Fax #				
	Email				
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i>					
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)					
<b>Former Public Servants</b>  See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>				
<b>Canadian Content Certification</b>  As described in the solicitation, bids with at least 80% Canadian content are being given a preference.  [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	<p>On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i>:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; padding: 5px;">At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td style="width: 20%;"></td> </tr> <tr> <td style="padding: 5px;">Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> </table>	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)					
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<p><b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b></p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p><b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>		
<p><b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i></p>		
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <p>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</p> <p>2. This bid is valid for the period requested in the bid solicitation;</p> <p>3. All the information provided in the bid is complete, true and accurate; and</p> <p>4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</p>		
<p><b>Signature of Authorized Representative of Bidder</b></p>		