

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet HRSDC'S EMPLOYMENT WEBSITES	
Solicitation No. - N° de l'invitation G7527-110005/A	Date 2012-04-24
Client Reference No. - N° de référence du client G7527-110005	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZM-613-24341	
File No. - N° de dossier 613zm.G7527-110005	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-25	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Pierre, Anoule	Buyer Id - Id de l'acheteur 613zm
Telephone No. - N° de téléphone (819) 956-2137 ()	FAX No. - N° de FAX (819) 956-1207
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 140 PROMENADE DU PORTAGE PHASE IV, 5TH FLOOR WORKSTATION 5D395 GATINEAU QC CANADA K1A 0J9	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Informatics Professional Services Division / Division des
services professionnels en informatique
11 Laurier St., / 11, rue Laurier
3C2, Place du Portage
Gatineau
Québec
K1A 0S5

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

Solicitation No. - N° de l'invitation

G7527-110005/A

Amd. No. - N° de la modif.

File No. - N° du dossier

613zmG7527-110005

Buyer ID - Id de l'acheteur

613zm

CCC No./N° CCC - FMS No/ N° VME

G7527-110005

The solicitation document will follow in PDF format.



Contract Number / Numéro du contrat EN578-055605
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions
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3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work / Brève description du travail
Standing Offer for the provision of Task Based Informatics Professional Services to the Government of Canada

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non 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? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non 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? No / Non 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"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / 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"/>



Contract Number / Numéro du contrat EN578-055605
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

No / Non Yes / Oui

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

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

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

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

No / Non Yes / Oui

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

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 24678-05205
Security Classification / Classification de sécurité UNCLASSIFIED

13. Organization Project Authority / Chaire de projet de l'organisme			
Name (print) - Nom (en lettres imprimées) Chamberlain, Tamara	Title - Titre A/Supply Team Leader	Signature <i>Tamara Chamberlain</i>	Date 20/06/06
Telephone No. - N° de téléphone 819-955-1442	Facsimile No. - N° de télécopieur 819-955-2590	E-mail address - Adresse courriel tamara.chamberlain@pwsc.gc.ca	Date 20/06/06
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres imprimées) Gauthier, Simone	Title - Titre Security Officer	Signature <i>Simone Gauthier</i>	Date 12/6/2006
Telephone No. - N° de téléphone 616-434-0513	Facsimile No. - N° de télécopieur - 879-756-4315	E-mail address - Adresse courriel simone.gauthier@pwsc.gc.ca	Date 12/6/2006
16. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres imprimées) DANNY TSUI	Title - Titre CONTRACTING SPECIALIST	Signature <i>D. Tsui</i>	Date 2-18-06-2011
Telephone No. - N° de téléphone 879-994-4461	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel danny.tsui@hrsc.. hrsc.gc.ca	Date 2-18-06-2011
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres imprimées) JACQUES SAUMAR	Title - Titre CONTRACT SECURITY OFFICER	Signature <i>Jacques Saumar</i>	Date 16-06-06
Telephone No. - N° de téléphone 613-948-1932	Facsimile No. - N° de télécopieur 613-948-1962	E-mail address - Adresse courriel JACQUES.SAUMAR@C PWSC.GC.CA	Date 16-06-06

T25/007 565-1652204120

Security Classification / Classification de sécurité UNCLASSIFIED
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Canada

BID SOLICITATION
FOR CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)
(VARIOUS CATEGORIES OF PERSONNEL AND LEVEL)
FOR
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA
(HRSDC)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

 1.1 Introduction

 1.2 Summary

 1.3 Communications Notification

 1.4 Debriefings

PART 2 - BIDDER INSTRUCTIONS

 2.1 Standard Instructions, Clauses and Conditions

 2.2 Submission of Bids

 2.3 Enquiries - Bid Solicitation

 2.4 Applicable Laws

 2.5 Improvement of Requirement During Solicitation Period

 2.6 Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.2 Section I: Technical Bid

3.3 Section II: Financial Bid

3.4 Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.2 Technical Evaluation - Mandatory Technical Criteria

4.3 Financial Evaluation

4.4 Basis of Selection

PART 5 - CERTIFICATIONS

5.1 Certifications Precedent to Contract Award

5.2 Federal Contractors Program for Employment Equity - Certification

5.3 Former Public Servant Certification

5.4 Status and Availability of Resources

5.5 Education and Experience

5.6 Certifications Required with the Bid at Bid Closing

5.7 Certification of Language

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

6.2 Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

7.1 Requirement

7.2 Task Authorization

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

7.3 Minimum Work Guarantee

7.4 Standard Clauses and Conditions

7.5 Security Requirement

7.6 Contract Period

7.7 Authorities

7.8 Payment

7.9 Invoicing Instructions

7.10 Certifications

7.11 Applicable Laws

7.12 Priority of Documents

7.13 Foreign Nationals (Canadian Contractor)

7.14 Foreign Nationals (Foreign Contractor)

7.15 Insurance Requirements

7.16 Limitation of Liability - Information Management/Information Technology

7.17 Joint Venture Contractor

7.18 Professional Services

7.19 Safeguarding Electronic Media

7.20 Representations and Warranties

7.21 Access to Canada's Property and Facilities

7.22 Transition Services at end of Contract Period

List of Annexes to the Resulting Contract:

Annex A Statement of Work

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

Appendix A to Annex A - Tasking Procedures

Appendix B to Annex A - Task Authorization (TA) and Acceptance Form

Annex B Basis of Payment
Annex C Security Requirements Check List
Annex D Bid Evaluation Criteria

Forms Bid Submission Form

BID SOLICITATION HRSDC'S EMPLOYMENT WEBSITES TECHNICAL INFRASTRUCTURE FOR HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA (HRSDC)

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation G7527-110005. It 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 RFP Evaluation Criteria, the Bid Submission Form and any other annexes or attachments.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Humain Resources and Skills Development Canada, HRSDC (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply to provide HRSDC with an "Employment Websites Technical Infrastructure".
- (b) It is intended to result in the award of one contract, for two years plus *three one-year* irrevocable options allowing Canada to extend the term of the contract.
- (c) There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

(<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website

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

CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
I.6 Network Analyst	Level 3	1
A.14 Web Developer	Level 3	1
A.16 Web Multimedia Content Consultant	Level 2	1

1.3 Communications Notification

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

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTION

2.1 Standard Instructions, Clauses and Conditions

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

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (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.

The bid must be delivered to the following location, by the time and date indicated below:

Department of Public Works and Government Services
Bid Receiving Unit
Portage III, 0A1, 11 Laurier Street
Gatineau, Quebec K1A 0S5

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

- (b) A Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

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

2.5 Improvement of Requirement During Solicitation Period

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

2.6 Basis for Canada's Ownership of Intellectual Property

- (a) Canada has determined that any intellectual property arising from the performance of the Work under the Contract will belong to Canada, on the following grounds:
- (i) 6.5 of TBS Policy "where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software."

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 five (4) hard copies *and one (1) soft copie on CD*;
- (ii) Section II: Financial Bid (one hard copie) *and 1 soft copie on CD*;
- (iii) Section III: Certifications one (1) hard copie)

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

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

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

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

(c) Multiple bids from the same Bidder are not permitted in response to this bid solicitation. Each Bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture bidding in their own capacity are not considered the same Bidder as a joint venture in which they form a part. If any Bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

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

SECURITY INFORMATION

BIDDER TO INSERT DATA

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

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

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

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

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation and Annex "C" to Part A of their Supply Arrangement. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables. The Bidder's proposed firm per diem rates for the initial contract period must not exceed those rates set out in Annex "C" to Part A Schedule of Per Diem Rates of the SA Holder's Supply Arrangement. SA Holders may offer a percentage discount on their per diem rates. The rates quoted for any option period must not be lower than the corresponding rate(s) quoted for the first year of the resulting contract(s) period. Failure to abide with this condition will result in a bid being considered non-responsive.
- (b) **Variation in Professional Services Resource Rates from Year to Year:** If the Bidder proposes different rates for resources for different years of the resulting contract(s), including option years, the difference from one year to the following year must be no more than 5%.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation - Mandatory Technical Criteria

- (a) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex "D" - Evaluation Criteria.
- (b) **Point-Rated Technical Criteria:**
Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated evaluation criteria are described in Annex "D" - Evaluation Criteria.
- (c) **Reference Checks:** Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not allocate any points or consider a mandatory criteria met unless the response is received within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.
- (d) **Resource Qualifications:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in this bid solicitation. Canada may request proof of successful completion of formal training, as well as reference information. The Contracting Authority reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided.

4.3 Financial Evaluation

(a) The Bidder must provide firm, all inclusive per diem rates for the initial contract period and option periods for each Resource Category identified in Annex "B" using the tables attached at Annex "B". The Financial evaluation will be conducted only on bids 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) **Calculation of Total Bid Price :**

The Total Bid Price will be determined for each Bidder by multiplying its firm per diem rates for each of the Initial Contract Period and the option period(s) (or the median rate, whichever is higher) with the estimated number of days of work for each period, for all the Categories of Personnel stated in Annex "B" - Basis of Payment. The sum of such rates will constitute the Total Bid Price for that Bidder.

(c) In conducting the financial evaluation, with respect to the professional services rates proposed, a firm per diem rate median evaluation method will be used, as follows:

(i) **Use of Method:** The firm per diem rate median calculation will apply to modify the rate to be assessed in the financial evaluation of a bidder, where that bidder submits a firm per diem rate for a resource that is lower than the median as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in the resulting contract in all instances.

(ii) **Calculation:** Using the per diem rate proposed for each individual resource by the technically responsive bidders, a median rate will be determined for each Resource Category and Period. The median will be used to calculate each technically responsive bidder's per diem rate for the Initial Contract Period and Option Periods. If a Bidder quotes a firm per diem rate for any Resource Category that is lower than the median, the median per diem rate will be used to evaluate that Bidder's proposal for this Resource Category.

If that Bidder quoted a firm per diem rate that is lower than the median for that Resource Category, and it is determined to be the winning Contractor, the firm per diem rate which was quoted originally by the Bidder will be included in the resulting contract

(d) **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 with, 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 resume for the resource that performed under that contract that shows the resource would pass the Resource Category's mandatory requirements and achieve the required pass mark for the Resource Category's rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of the invoiced client for each of the resources invoiced, so Canada can verify any facts presented for the affected 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 bids that are technically responsive will be considered.

(e) **Formulae in Pricing Tables**

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

4.4 Basis of Selection

- (a) Bids will be assessed against the mandatory and point rated criteria. Bidders must meet all the mandatory criteria and obtain the required minimum of approximately 70% of the total points available for the rated criteria of the technical proposal in order to be deemed responsive. The responsive bid that obtains the highest combined rating of technical merit and price, by adding the technical score with the financial score, will be recommended for award of a contract. The total possible technical score is 65 while the total possible financial score is 35.
- (b) One contract may be awarded in total as a result of this solicitation.
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (d) If more than one Bidder is ranked first because of identical overall scores, then the Bidder with the best financial score will become the top-ranked Bidder.

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

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

The technically responsive proposal that obtains the highest combined rating of technical merit and price, e.g. adding the technical score with the financial score, will be recommended for award of a contract. The total possible technical score is 65 while the total financial score is 35. Where two or more bids achieve the identical highest combined technical (65%) and financial (35%) score, the proposal with the lowest total price will be recommended for award of a contract.

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

For each proposal:

Calculation of Technical Score: The technical component score will constitute 65% of the total Bidder's score. The Final Technical score (out of 65 points) will be computed for each responsive Bidder. The Final Technical score will then be converted to points (i.e. Scored), and rounded to two decimal places, based upon compliant bids at this phase of the evaluation, using the following formula:

$$\frac{\text{Total Bidder Technical Score Obtained}}{\text{XX points}} \times 65 \text{ Points} = \text{Technical Score (Max. of 65 points)}$$

The Bidder must obtain a minimum overall pass mark of (70%) 343 points out of a maximum of 489 points in order to be considered responsive.

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

The 'Total Estimated Cost' for each Category of Personnel will be calculated by multiplying Bidder's Firm Per Diem Rate (or Lower Median Band Limit, whichever is higher), by the Estimated Number of Days. The 'Total Estimated Cost' for each Category of Personnel will then be aggregated to compute the 'Total Estimated Cost'. The Bidder's Total Estimated Cost will then be converted to points (i.e. Scored), and rounded to two decimal places, based upon compliant bids at this phase of the evaluation, using the following formula:

$$\frac{\text{Lowest Compliant Bidder Total Estimated Cost}}{\text{Bidder's Total Estimated Cost}} \times 35 \text{ Points} = \text{Financial Proposal Score (Max. of 35 points)}$$

PART 5 - CERTIFICATIONS

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

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

5.1 Certifications Precedent to Contract Award

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

5.2 Federal Contractors Program - Certification

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

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

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

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

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

5.3 Former Public Servant Certification

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

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

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

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

5.4 Status and Availability of Resources

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

5.5 Education and Experience

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

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

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

5.6 Certifications Required with the Bid at Bid Closing

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

5.7 Certification of Language

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be

fluent in both official languages of Canada (French and English). The individual proposed must be able to communicate orally and in writing without any assistance and with minimal errors.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENT

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) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (c) For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

NOTE: All resources proposed under bid solicitation # G7527/110005A must each hold a valid security clearance as indicated in Part 7 - Resulting Contract Clauses at time of contract award.

6.2 Financial Capability

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.2 Task Authorization

- (a) **Purpose of TA:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using a Task Authorization ("TA").
- (b) **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation to the authority identified in the TA detailing the cost and time to complete the task. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within **three working days** of the request.
- (c) **Approval Process:** If Canada approves the Contractor's task quotation, Canada (by its authorized representative, as described in this Article) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (d) **Authority to Issue a TA:** Any TA with a value less than or equal to **\$200,000.00** (including GST/HST) may be issued by the Technical Authority. Any TA with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's authority to issue TAs at any time.
- (e) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
- (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the number of resources in each category required;
 - (iv) a brief statement of work for the task outlining the activities to be performed and identifying

- any deliverables;
- (v) the interval during which the task is to be carried out (beginning and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-days of effort required;
 - (viii) the specific work location;
 - (ix) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (x) any other constraints that might affect the completion of the task.
- (f) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.
- (h) **TA Reports:** The Contractor must submit to the Contracting Authority a TA report on a quarterly basis that identifies each TA issued during that quarter and its dollar value.
- (i) **Period of Services:** No Task Authorizations may be entered into after the expiry date of the Contract.

7.3 Minimum Work Guarantee

- (a) In this clause, "**Minimum Contract Value**" means 5% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.
- (b) The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.
- (c) If Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.4 Standard Clauses and Conditions

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

- (a) **General Conditions:**
- (i) 2035 (2011-05-16), General Conditions - Higher Complexity - Services, apply to and form

part of the Contract.

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

The following Supplemental General Conditions:

- (i) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;

7.5 Security Requirement

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE #G7527-110005

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

7.6 Contract Period

(a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends two year(s) later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

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

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Anoule Pierre
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Informatics and Telecommunications Systems Procurement Directorate
Address: 11 Laurier St., Gatineau, Québec
Telephone: (819) 956-2137
Facsimile: (819) 956-2107
E-mail address: Anoule.Pierre@pwgsc-tpsgc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

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

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

(c) Contractor's Representative

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

7.8 Payment

(a) Basis of Payment

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

Estimated Cost: \$ _____

- (ii) **GST/HST**

Estimated Cost: \$ _____

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

- (iv) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If three times or more the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance 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 goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

(b) Limitation of Expenditure

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- (A) it is 75 percent committed, or

- (B) 4 months before the Contract expiry date, or
 - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

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

(c) Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization issued under the Contract that contains a maximum price:

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(d) Time Verification

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

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

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

7.9 Invoicing Instructions

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

7.10 Certifications

- (a) Compliance with the certifications provided by the Contractor in its response to the bid solicitation is

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

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

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4007 (2010-08-16);
 - (ii) general conditions 2035 (2011-05-16);
- (c) general conditions 2035 (2011-05-16);
- (d) Annex A, Statement of Work - Annex A including its Appendices as follows ;
 - (i) Appendix A to Annex A - Tasking Procedures; Authorization (TA) and Acceptance Form;
 - (ii) Appendix B to Annex A - Task Authorization (TA) and Acceptance Form.
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Evaluation Criteria;
- (h) Supply Arrangement Number EN578-055605/xxx/EL (the "Supply Arrangement"); and
- (i) the Contractor's bid dated _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.13 Foreign Nationals (Canadian Contractor)

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

7.14 Foreign Nationals (Foreign Contractor)

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

7.15 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 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 \$5 million** per accident or occurrence and in the annual aggregate.

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.

(b) Notice of Cancellation Endorsement: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation;

(c) 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;

(d) 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;

(e) Contingent Employer's Liability Endorsement": To protect Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of their employees;

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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;

(k) Non-Owned Automobile Endorsement: To protect the Contractor for liabilities arising by their use of vehicles owned by other parties including Canada.

(iii) Where the Contractor is a Joint Venture, for the purposes of this 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 \$500K** per loss and in the annual aggregate, inclusive of defence costs.

If this is a claims made policy and the duration of the Contract exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Contractor.

Errors and Omissions Endorsements

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

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

7.16 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
 - (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - (iii) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or

consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

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

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

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

7.17 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is and that it is comprised

of the following members:

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

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.*

7.18 Professional Services - General

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

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

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

7.19 Safeguarding Electronic Media

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

7.20 Representations and Warranties

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

7.21 Access to Canada's Property and Facilities

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

7.22 Transition Services at end of Contract Period

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

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

ANNEX A STATEMENT OF WORK

Title

HRSDC's Employment Websites Technical Infrastructure

2. Background

Job Bank is governed by the Employment Insurance Act as well as the International Labour Organization under Convention 88. Job Bank offers a free on-line employment service in either official language. Job Bank is a massive jobs database filled with interactive tools and information for Canadians. Job Bank is a complex database with a large scope. Job Bank has approximately per month 6 million visits, over 1 million job alerts issued, over 120, 000 job vacancies and over 20, 000 new job seekers register. Job Bank connects employers and job seekers through a multi-channel pan-Canadian service.

Job Bank's vision is to connect Canadians to jobs, career, and training resources through a single access point that focuses on:

- Work and recruiting, learning, education
- Worker and workplace issues
- Training, occupations, careers
- Labour market information

Three Technical Consultants perform the required work for Job Bank, its program partners and Working in Canada (WiC).

Job Bank consists of many components. The following components are supported by the Technical Consultants:

- Job Alert - Sends a list of job openings that match search criteria.
- Career Navigator - Helps individuals explore their abilities, interests and preferences as part of making a career decision. It includes information on work preferences and values, career decisions and online counseling.
- Training and Career - Helps individuals to identify and research career and training options.
- HR for Employers - Helps businesses with hiring employees, departing employees, keeping employees, training employees, managing employees, payroll/benefits, HR planning and health and safety.

The Technical Consultants support WiC by supporting the integration of content and facilitating the linkages between WiC and Job Bank.

3. SCOPE OF WORK

- The scope of work will require the Contractor to possess a variety of skills to complete the work outlined in this Statement of Work and respond to a variety of the Job Bank Team priorities and pressures. The contract is task based where the consultants are required to perform tasks that work toward achieving a predetermined solution.

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Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

Task Based Contract Solution

The Technical Consultants will work on assigned tasks in order to achieve a predetermined solution / deliverable by the Project Authority. The Consultants will do this through the Rapid Applications Development (RAD) environment.

A full range of skills and expertise, as outlined in the full range of mandatory evaluation criteria, is required to complete the work is necessary to meet the RFP deliverables within budget and targeted deadlines as well as the capacity to adhere to the rigorous project management life cycle within a Rapid Application Development (RAD) environment.

Rapid Application Development (RAD)

RAD is a concept that allows products to be developed faster and of higher quality through:

- Gathering requirements using partner / stakeholder workshops, client input sessions and / or focus groups
- Prototyping and early, reiterative user testing of designs again involving project stakeholders, partners and end-users
- The reuse of software components
- A rigidly paced schedule that defers design improvements to the next product version
- Improves the methods of review and other team communication

The Technical Consultants will be required to perform critical tasks, which will require continuous consultation with clients and stakeholders throughout the Concept, Planning, Design, Build, Test and Implementation phases of the project life cycle. This is a methodology designed to take advantage of powerful development software to build working programs quickly and enabling programmers much faster development and higher quality than the traditional lifecycle.

RAD has a number of distinct advantages over the traditional sequential development model, providing many small refinements, iteration and improvements, which are possible allowing for effectiveness and self-correction.

A traditional software development cycle follows a sequence of steps and formal sign-off required at the completion of each cycle, planning, analysis, design, build, test and deployment. User "sign-off" is required before development proceeds to the next step. However, the design phase may be technically unfeasible or errors maybe discovered with the design during the build phase. Several months could have elapsed between the initial analyses and testing phase or overlooking critical needs may be overlooked during the analysis phase. The elapsed time between the initial analysis and testing is usually a period of several months. What if business requirements or priorities change or the users realize they overlooked critical needs during the analysis phase?

RAD uses **Iterative Development**, which allows for effectiveness and self-correction between the planning and deployment phases. There is a circular cycle constantly reviewing the phases of: design, development, test, user review, document requirements and back to the design phase. This all happens between the planning and deployment phases.

What the RAD system provides is a concept that allows products to be developed faster and of higher quality through:

- RAD projects staffed with small integrated teams comprised of developers, end users, and IT technical resources;
- Short, iterative development cycles combined with small teams, optimizes speed, unity of vision and purpose, effective informal communication and simple project management.

The path may be adapted to various user case tools and development environments. This section briefly describes the four stages of RAD and how they are used within the Human Resources and Skills Development Canada (HRSDC) environment.

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

1. Requirements Planning

Contractors are required to organize and partake in a joint *application development meeting* which is necessary to brainstorm with high-level end-users and designers to generate a proof of concept. The Requirements Planning stage consists of a review of the areas immediately associated with the proposed project. This produces a definition of the system requirements in terms of the functions the system will support. The deliverables from this stage include an outline system model, a definition of the system's scope, and a cost justification for the new system.

2. User Design

User design is a detailed analysis of the business activities related to the proposed system design. Quality assurance management ensures key users determine business functions and define entity types associated with the system. Action diagrams are created, defining the interactions between processes and data. System procedures are then designed, and preliminary layouts of screens are developed. Prototypes of critical procedures are built.

Customers and developers meet to review the product, refine requirements and generate change requests. Any necessary changes will be made and presented to the end users for final approval. The final plan for implementing the system is now prepared.

3. Construction

Construction occurs when a team of developers, working directly with end-users, finalize the design and build the system. A series of "design-and-build" steps are used in which the users have the opportunity to fine-tune the requirements and review the resulting software product. This stage includes preparing for the cutover to production. Documentation of instructions and procedures necessary to operate the new application are developed.

4. Implementation

This involves managing the change from the old system environment and implementing the new system. This may include implementing bridges between existing and new systems, converting data, and training users. User acceptance is the end point of the implementation stage.

The language development environment utilized by Job Bank is a Java platform using struts and a Lotus Notes platform. Additional programming languages used are Perl and PHP. Wherever possible, code re-use is encouraged in the RAD environment.

4. PROJECT AUTHORITY (PA)

The Project Authority is the administrators of Job Bank.

All reports, deliverables, documentation and services rendered will be subject to inspection by the PA or designated representatives evaluated on the basis of suitability, quality, and adherence to the agreed upon schedule, this SOW and any applicable tasking. All evaluations will be done within a reasonable time frame, as determined by the PA, based on the particular deliverable. Should any report, document, good or service not be in accordance with the requirements of this SOW and to the satisfaction of the PA, as submitted, the PA will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

5. TECHNICAL CONSULTANTS

Deliverables (Subject to change by the Project Authority)

Efficient and modern Information and Technology is the key to the deliverance of the Job Bank and Working in Canada on-line employment sites. The two sites are an investment in collective management as well as tools and technology. An integrated approach to online employment options is a better plan that will help to make Canada's workforce more informed, productive and adaptable.

- D1 - Support the two websites Job Bank and Working in Canada with any changes, modifications and/or enhancements.

5.1 Network Analyst – Level 3:

The Network Analyst must perform the following tasks to completion and the satisfaction of the Project Authority:

•The **responsibilities of the Network Analyst** generally include, but are not limited to preparing implementation plans for particular technologies; installing and monitoring particular facets of technology, configuring and optimizing technical installations, troubleshooting, responding to user problems and maintaining up to date knowledge of particular technologies and products supporting that technology.

Tasks:

- a) Develop protocols and methods to maintain the content of the Job Bank site on the upgraded production servers to ensure that updates and site modifications can be performed in a prompt and timely manner, and to assist content managers with the task of updating the Web site contents.
- b) Perform benchmarking on production site to ensure the load generated by clients will not disrupt services and will still maintain an adequate network response time.
- c) Ensure that the production environment is secure and robust and meets with the Government of Canada's security requirements and policies regarding Web sites as well as the evolving needs of Job Bank's applications as they continue to expand in response to the needs of Canadian citizens.
- d) Establish Change Management Schedules to ensure development projects funded by Treasury Board are implemented on to the production environment within the required timeframes.
- e) Documentation is critical to maintaining corporate memory and knowledge transfer. The Consultant will be required to create and update soft and hard copy versions of technical documentation including but not limited to the following:
 - i) System Management: operating system installation, updating installations, cloning configurations, and other system management-related topics;
 - ii) Networking: routing, gated, and other network-related topics;
 - iii) VMware Server Management: configuring VMware servers, rolling upgrades, and similar VMware-related topics;
 - iv) Internet Management: planning and configuring mail services, setting up and configuring servers, and other Internet-related topics;
 - v) Security: debugging with audit and the information necessary to configure security features;
 - vi) Troubleshooting: recording failure times, diagnostic reporting, creative solutions and standard methods to restore service to clients;
- f) Review and analyze recommendations to harden the Job Bank IT infrastructure. Categorize the mission critical modifications from the less serious and develop an implementation plan to operationalize Threat and Risk Assessment recommendations. Any changes requiring hardware or software purchases will require the Network Specialist to review the departmental standing offer to investigate for possible vendors. Complete the HRSDC IT purchase template to assist the Project Authority in gaining approval for the purchase and once approval is granted; work with the Job Bank to procure the products.
- g) Provide technical support for servers and implement the network security required to ensure full protection of stored data.

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

h) Install, support, analyze and interpret Web metrics statistical data which may include the creation of custom scripts to extract data from server logs.

i) A Knowledge of various Canadian Labour Market Information tools and services (National Occupation Classification, National Labour Market Information System, Job Futures, Work Destinations, Working in Canada) an asset.

5.2 Web Multi-Media Content Consultant - Level 2:

The Web Multi-Media Content Consultant must be responsible for a variety of maintenance and development activities. These tasks are highlighted, but are not limited to those described below:

Tasks:

The Web Multi-Media Content Consultant will perform the following tasks to completion and the satisfaction of the Project Authority:

- a) Implementing changes to front end presentation layers, content and application pages as per requirements;
- b) Create graphics and modify graphical components of the site;
- c) Assist content providers with content maintenance such as modifying text, link inspection, meta data review and other maintenance related activities defined by the Job Bank technical and content managers;
- d) Assist in defining the scope and developing user requirements using flowchart diagrams, user case scenarios, mock-ups and storyboards;
- e) Creation of design concepts and options based on user requirements for presentation to program partners and stakeholders;
- f) Presentation of design approaches to senior management, partners and stakeholder when required;
- g) Development of Graphical User Interface (GUI) configuration files, templates, and application pages, based on the of design approved by the Project Authority and in accordance with Government of Canada Common Look and Feel and Accessibility Standards;
- h) Communicate with the Senior Java Developer and Network Specialist to ensure compliance of front-end interface development with back-end operability;
- i) Offer client / business needs analysis;
- j) Testing of GUIs on multiple browsers;
- k) Modification of design based on feedback and recommendations from stakeholders, partners and end-users;
- l) Creation of cascading tile sheets which may require the adjustment of the design configuration template;
- m) Creative design of icons and graphics for web site; and
- n) Quality assurance testing.
- o) Prepare documentation to record technical development approaches.

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

- p) Knowledge of various Canadian LMI tools and services (National Occupation Classification, National Labour Market Information System, Job Futures, Work Destinations, Working in Canada tool) an asset.
- q) On-line tools development for immigrant clientele (an asset)

Security Clearance Required

Enhanced Reliability

5.3 Web Developer – Level 3:

The Java Developer must be responsible for system analysis, system and database integration, software application development and software migration. The candidate must be well versed in understanding and developing requirements, policies, standards, ability to work on multiple projects, perform/oversee feasibility studies, solution selection, provide business and technical integration.

The Consultant holding this position will be responsible for a variety of maintenance and development activities. These tasks are highlighted, but are not limited to those described below:

Tasks:

The Web Multi-Media Content Consultant must perform the following tasks to completion and the satisfaction of the Project Authority:

- a) Perform application changes required as a result of anomalies identified by clients accessing and utilizing the tools of the site [Any technical solutions requiring reprogramming time in excess of three days will be considered major development and will not be considered "minor application changes". In this event, the consultant will be expected to analyze and recommend the best course of action, including potential costs and timeframes required to implement the solutions.];
- b) Generate accurate risk and effort estimates of proposed product enhancements and bug fixes;
- c) Quality assurance testing;
- d) Basic Networking [to start up, shut down and restart servers; to troubleshoot server problems regarding connectivity and defective hardware components; and to perform back-up and recovery procedures.]; Capacity to act as potential back-up for the Network Analyst.
- e) Assistance in defining the scope and developing user requirements by participating in various project working groups, providing technical expertise to ensure the feasibility of developing the project according to specifications approved by the group that will meet timeline and budget targets outlined;
- f) Examine sources of data and extract any commonalities or patterns which will be used to simplify the processes of importing and exporting; existing Job Bank information products to leverage existing functionalities; functional requirements to identify information, procedures and decision flows; and the potential of new partners joining during development and design an open architecture accordingly while allowing space for growth;
- g) Present development approaches to senior management, partners and stakeholder when required;
- h) Communicate with the Job Bank Senior Web Multi-Media Content Consultant and Network Specialist to ensure compliance of front-end interface development with back-end operability;
- i) Program and test Java code and scripts developed for the completion of each development project. [Prepare documentation to record technical development approaches, technical document definition documents pertaining to Job Bank databases, indexes, Web Services, etc. document interfaces between manual and automated operations within sub-systems, and corresponding external systems (new and

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

existing); and input/output sources, including detailed plans for technical design phase.];

j) Create design artifacts, code, documentation, and unit-tests to identified standards;

k) Identify security risks and apply the required solutions that could be associated with java, web development, inform management, [such as key encryption used for web authentication systems]

l) Design and development of relational database;

m) Construct Servlet/JSP based web applications using a Struts Framework which interact with departmental Web services and databases;

n) Implement various caching strategies for databases;

o) Modify programmed applications based on feedback and recommendation from stakeholders, partners and end-users; and

p) Ensure robust Q&A and deployment of products by assisting the development teams in creating and executing test plans, test cases, and test scripts for internally developed (or customized) software.

h) Knowledge of various Canadian LMI tools and services (National Occupation Classification, National Labour Market Information System, Job Futures, Work Destinations, Working in Canada tool) an asset.

i) On-line tools development for immigrant clientele (an asset).

Security Clearance Required

Enhanced Reliability

6. DEFINING DATA MANAGEMENT

6.1 Detail Fault Tolerance and Fault Recovery Fault Tolerance Procedures

The Consultants will encompass all measures taken to protect data and preserve accessibility in the presence of a hardware failure. Fault tolerance comes in many different degrees and is implemented for many different reasons. Tape backup is actually not fault tolerance, but fault recovery.

6.2 Tape Backup:

Tape backup, also called archiving, is the minimum level of fault tolerance that should exist for all servers. Tape backup preserves a copy of all the data on a file server on tape in case the server's hard disk drives fail. Data can be restored from the backup tape after a file server has been repaired. If tape backup is the only fault tolerance system in use, the worst-case scenario for data loss is the amount of information created or changed from the time of the last backup until the server failed. Tape backup systems are most effective when backup occur nightly. The consultant will provide a backup schedule which is acceptable to the product development team and management.

6.3 Tape Backup System:

Local tape backup refers to placing a tape drive in every file server and copying files from that server's hard drive to its tape drive. Networked tape backup refers to copying files from every server on the network to a single tape server that copies all the files to a tape in a central location. The Consultants will examine and analyze each file server and provide recommendations to management on the central location.

6.4 Automated Local Tape Backup:

Local tape backup is the form normally used in single-server networks. The tape software is run on the server and generally set up automatically to backup the network on a daily basis. Windows NT includes the necessary software to automate the backup process. Benefits of a local tape backup include: Data is not

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

transmitted over the network; Backups can occur during low periods of use without causing network load; Data closely matches the structure of the hard disk drives; Restoration possible without a functioning network. The Consultants will analyze the tape backup system currently in place and provide advice and guidance on acceptability.

6.5 Networked Tape Backup:

Networked tape backup is generally used in large multi-server networks, especially when servers are distributed physically through the organization. Simply changing daily backup tapes in many servers that are distributed throughout an organization could be a full-time job without networked archiving. Tape servers do not have to be dedicated to archiving. They can be normal file servers, attached to a very large capacity tape device, that act as a file server during operating hours and as tape servers during periods of inactivity. The Consultants will provide Job Bank project management with recommendations for acquisition of an appropriate Network backup system.

6.6 Backup Methodologies:

Two most common methods are full system backups and incremental backups.

Full system backups: copy all the server hard disk drives on a daily basis. The method is simple to set up and easy to restore from, since every tape contains every file on every server. Tape backup may not be fast enough to transfer all the data on a large network. As well, full system backups require the use of tape drives and tapes that are larger than the entire capacity of the network. These devices are expensive as are the tapes for them. The Consultants will analyze the current system and provide recommendations.

6.7 Incremental backups:

As an alternative to using large expensive tapes and tape drives, an incremental backup uses a file attribute called the archive bit to mark files as having been backed up. When the files system modifies or creates a file, the archive bit is set, indicating that the file needs to be backed up. Tape backup programs clear the archive bit when the file is backed up to indicate that it no longer needs to be archived. Incremental backups simply copy those files on the file server that have the archive bit set - those that have not already been backed up. The Consultants will analyze the current system and provide recommendations.

6.8 Tape Rotation:

Tape rotation refers to the reuse of tape media. Does it make sense to keep a copy of every day of a network's existence in a big tape library if your only purpose for archiving is to restore the network in the event of a failure? Can you reuse tapes on a rotating basis when the tapes are out of date and you no longer care about the data? The Consultants will provide Job Bank with archiving options and recommendations.

6.9 Mirroring:

Disk mirroring is the process of performing every written operation in a file server to two identical disks. Then, in the event that the primary disk fails, the secondary disk is ready to take over instantly as an exact copy. This technique allows the server to keep the volume online, even though the primary hard disk has failed. Disk mirroring is the most basic form of fault tolerance. It preserves accessibility in the event of a hard disk failure. Disk mirroring preserves accessibility only in the event of hard disk failure. The Consultants will flow charts and diagrams illustrating the mirroring of each file server.

6.10 Duplexing:

Disk duplexing is related to disk mirroring but adds another level of fault tolerance: the hard disk controller. Disk duplexing stipulates that two hard disk controllers are used, with two disks attached, to perform the mirroring function. If one of the hard disk controllers fails, the system will fall over to the other controller, preserving accessibility. Disk mirroring is not tolerant of hard disk controller failure. Hard disk drive controller failure is far less common than it used to be, so disk duplexing is not as important as it once was. The Consultants will advise Job Bank as to whether this is a necessary procedure in the data management system.

6.11 Server Replication:

Replication is the ultimate form of fault tolerance. It provides a backup in the event of any hardware failure on the primary server by copying data between the primary and backup server continually. In the event that

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

the primary server is unavailable for any reason, network traffic can be redirected to the backup server. Any component failure is protected by replication, not just disk or disk controller failures. The Consultants will advise Job Bank as to whether this is a necessary procedure in the data management system.

6.12 Application / Tool Integration:

Provide an application integration process for tools developed for the Job Bank site but built in partnership outside the Workers and Employers unit developmental lab. This includes, but is not limited to, defining the following:

- protocol for customization (should the component have look and feel issues);
- mechanism for content management (assuming the tool supports dynamic content, CVS);
- methods for maintaining state (users sessions);

The Consultants will be responsible for developing the implementation plan, including test plans, for migrating the application / tool to the IT platform. Prior to development of the tools, the Network Analyst will be required to communicate the technical specifications for developing for the site up front and during the implementation period, [benchmarks, statistics,]

6.13 Threat and Risk Assessment:

Assist in the analysis of the Threat and Risk Assessment (TRA) on the Job Bank IT infrastructure approved by Human Resources and Skills Development Canada (HRSDC) IITB and identify mission critical recommendations for implementation for this fiscal year. Less critical recommendations can help formulate the set of deliverables to be outlined in the contract to set-up option year #1.

6.14 Database Administration:

The Consultants will conduct regular archiving and hot backups of the Job Bank Oracle and MySQL databases, using archived redo logs (archive logs) to facilitate database recovery in a disaster scenario. Further, the Network Analyst must evaluate and develop a system of redundancy, using Oracle Advanced Replication methods and procedures to ensure a fully redundant, fault tolerant database system for Job Bank. The Consultants must also keep a continuous monitor of database server performance, and must adapt the database servers, using Linux and Oracle performance tuning methodology, so as to keep the Job Bank application running at optimal performance levels at all times and maintain sufficient resource capacity for expected user growth.

6.15 Hardware and Software:

Advise the Project Authority on hardware and software purchases by making recommendations grounded in analysis of the development and production environments. The Network Analyst will be responsible for the completion of the Information Technology Approval Requisition (ITAR) forms required to receive corporate systems approval for the proposed purchases.

7. TIME SCHEDULE

Upon the Contract being awarded, an initial meeting with the Project Authority, or delegated representatives, will be held to further familiarize the Technical Consultants with the project.

The Project Authority requires the Technical Consultants to begin working immediately on the project upon award of contract. Any problems or constraints that the bidder believes may, based on the information provided in the Statement of Work or on information known to them, impact on their ability to provide the required deliverables within the dates they propose, must be stated in the proposal with potential solutions identified.

8. REPORTS

8.1 Statistical Reports:

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

Statistical information is important to monitor performance in terms of measurable parameters relating to the Web site traffic and analysis of the platform activity. The Consultants must examine the system logs and conduct day-to-day assessments of the platform, producing statistical reports associated with traffic monitoring (user sessions, page accesses, referral sites, etc) and server monitoring (load balancing, disk storage space usage, etc) . These reports must be presented to the Content and Project Managers to support decisions regarding content enhancements and upgrades, hardware and software purchases, solutions to combat platform problems and budget justification.

8.2 Work Progress Report

The Technical Consultants will be required to participate in weekly technical meetings and deliver scheduled updates to the Job Bank Team Technical Officer indicating the current status of the project deliverables, work undertaken since the last update, any issues identified and the expectations for the next week.

8.3 Users Manual

The Technical Consultants must prepare a users manual outlining work completed for future reference. The manual must outline standard operating procedures. This will allow for ease of knowledge transfer.

9. DEPARTMENTAL SUPPORT

At the outset of the project, all materials required for the successful production of the deliverables will be made available to the contractor.

10. TRAVEL AND LIVING EXPENSES (as per Service Agreement)

Travel is not applicable and not available. The Technical Consultants will work within the HRSDC premise unless preauthorized by the Project Authority.

11. LOCATION OF WORK

The work shall be performed in the National Capital Region (NCR) and on the department of Human Resources and Skills Development Canada premises where applicable, subject to the discretion of the Project Authority. The Project Authority will provide on-site facilities.

APPENDIX A TO ANNEX A

TASKING PROCEDURE

1.0 Task Authorization (TA) Initiation

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

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

2.0 The Contractor's TA Quotation

2.1 Once a TA Form is received the Contractor must submit to the Technical Authority a quotation

of rates to supply the requested Categories of Resources based on the information identified in the TA Form. The rates quoted for any given Category of Resource must not exceed the Firm Per Diem Rates detailed in the Basis of Payment (Annex "B").

2.2 For each proposed resource the Contractor must supply a resume, the requested security clearance information and must complete the Response Tables at Appendix C of this Annex "A" applicable to the Categories of Resources identified in the TA. The resumes should demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

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

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

3.0 Assessment

3.1 The qualifications and experience of the proposed resources will be assessed against the requirements set out in Annex D to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. 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 assess any points or consider a mandatory criteria met unless the response is received within 5 working days. Wherever information provided by a reference differs from the

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

information supplied by the Contractor, 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 Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). 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 Contractor. Crown references will be accepted.

- 3.2** During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
- 3.3** Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable resource category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.

4.0 Acceptance

- 4.1** In order to be valid, the TA must be issued according to the process, and bearing the signatures, described in Article 7.2 of the Articles of Agreement.

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

APPENDIX B TO ANNEX A
TASK AUTHORIZATION (TA) FORM

CONTRACTOR		CONTRACT NUMBER:	
COMMITMENT #		FINANCIAL CODING:	
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:

7. APPROVAL - SIGNING AUTHORITY

Signatures (Client)	Signatures (PWGSC)
Name, Title and Signature of Individual Authorized to sign: Technical Authority: _____ Date: _____	Contracting Authority 1: _____ Date: _____

¹ Signature required for projects valued at \$200,000. or more, GST included.

You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

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

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

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

INITIAL CONTRACT PERIOD:

Initial Contract Period (Date of Contract to two years)						
	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [CxF]
I.6 Network Analyst	Level #3	500	\$	%	\$	\$
A.14 Web Developer	Level #3	500	\$	%	\$	\$
A.16 Web Multimedia Content Consultant	Level #2	500		%	\$	\$
Total Estimated Contract Period Cost:						\$ <TBD>

OPTION PERIODS:

Option Period 1 (Date of Contract to two years)						
	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [CxF]
I.6 Network Analyst	Level #3	250	\$	%	\$	\$
A.14 Web Developer	Level #3	250	\$	%	\$	\$
A.16 Web Multimedia Content Consultant	Level #2	250		%	\$	\$
Total Estimated Contract Period Cost:						\$ <TBD>

Solicitation No. - N° de l'invitation G7527-110005/A	Amd. No. - N° de la modif. 613zm	Buyer ID - Id de l'acheteur 613zm
Client Ref. No. - N° de réf. du client G7527-110005	File No. - N° du dossier 613zm G7527-110005	CCC No./N° CCC - FMS No./N° VME

Option Period 2
(Date of Contract to two years)

	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [CxF]
I.6 Network Analyst	Level #3	250	\$	%	\$	\$
A.14 Web Developer	Level #3	250	\$	%	\$	\$
A.16 Web Multimedia Content Consultant	Level #2	250		%	\$	\$
Total Estimated Contract Period Cost:						\$ <TBD>

Option Period 3
(Date of Contract to two years)

	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [CxF]
I.6 Network Analyst	Level #3	250	\$	%	\$	\$
A.14 Web Developer	Level #3	250	\$	%	\$	\$
A.16 Web Multimedia Content Consultant	Level #2	250		%	\$	\$
Total Estimated Contract Period Cost:						\$ <TBD>

Total Estimated Cost	
(Total Contract Period + Option Period 1 + Option Period 2 + Option Period 3)	\$ TBD

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

ANNEX C

SECURITY REQUIREMENT CHECK LIST

See SRCL EN578-055605 Attached

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

ANNEX D EVALUATION CRITERIA AND SELECTION METHODOLOGY

Basis of Selection

- (a) 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.

Highest Combined Rating of Technical Merit (65%) and Price (35%)

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum number of points specified in the Annex D (Evaluation Criteria) for the point rated technical criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
3. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 4.1 to Part 4 will be recommended for award of a contract.”
4. The table below illustrates an example where the selection of the contractor is determined by a 65/35 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (65%) and Price (35%)

Bidder			
Bidder 1			
Bidder 2			
Bidder 3			
Overall Score for All the Point Rated Technical Criteria	OS1: 88/135	OS2: 82/135	OS3: 92/135
Bid Evaluated Price	P1: C\$2.5M	P2: C\$2.4M	P3: C\$2.3M
Calculations	Technical Merit Score (OS _i x 65)	Pricing Score (LP/P _i x 35)	Combined Rating
Bidder 1	88/135 x 65 = 42.370	2.3/2.5 x 35 = 32.200	74.570
Bidder 2	82/135 x 65 = 39.481	2.3/2.4 x 35 = 33.542	73.023
Bidder 3	92/135 x 65 = 44.296	2.3/2.3 x 35 = 35.000	79.296

Mandatory Requirements

#	Mandatory Requirements Network Analyst – Level 3	Met / Not Met	Page / Project Reference
M1	The bidder must submit a Curriculum Vitæ for this proposed resource.		
M2	The proposed resource must demonstrate twenty-four (24) months experience in each of the following skills in federal government initiatives: Internet Service Delivery: ·The World Wide Web ·Internet, Intranets and Extranets ·Internet Security		
M3	The proposed resource must demonstrate twenty-four (24) months experience in each of the following skills in federal government initiatives: Systems Hardware & Software: ·Mainframes or Minis or Micros ·Database Management Systems ·Web Services		
M4	The proposed resource must demonstrate twenty-four (24) months experience in each of the following skills in federal government initiatives: Architecture: ·Applications Architecture ·Technology Architecture		
M5	The proposed resource must demonstrate twelve (12) months experience in each of the following skills in federal government initiatives: Application or System Software Construction: ·Software Engineering Principles ·System Development Life Cycle (SDLC) ·Lucene Installation or Support ·SOLR Installation or Support		
M6	The proposed resource must demonstrate twenty-four (24) months experience in each of the following skills in federal government initiatives: System Development Life Cycle (SDLC): System Integration Principles Testing or Validation		
M7	The proposed resource must demonstrate twenty-four (24) months experience in each of the following skills in federal government initiatives: Networks:		

Solicitation No. - N° de l'invitation G7527-110005/A	Amd. No. - N° de la modif. File No. - N° du dossier 613zm G7527-110005	Buyer ID - Id de l'acheteur 613zm CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client G7527-110005		

	<ul style="list-style-type: none"> ·Telecommunications Principles ·WAN ·LAN ·Gateways ·VPN ·Apache Web Server ·Tomcat Java Application Server 		
M8	<p>The proposed resource must demonstrate twenty-four (24) months experience in each of the following skills in federal government initiatives:</p> <p>Operating Systems:</p> <ul style="list-style-type: none"> ·Open SUSE Linux (10.3+) ·Ubuntu Linux (9+) ·MacOS (10.4+) ·Sun Solaris (v8+) 		
M9	<p>The proposed resource must demonstrate twenty- four (24) months experience in each of the following skills in federal government initiatives:</p> <p>Network Integration:</p> <ul style="list-style-type: none"> ·System-Test Network ·Monitor Network Performance 		
M10	<p>The proposed resource must demonstrate twenty-four (24) months experience in each of the following skills in federal government initiatives:</p> <p>Management of IT Support Processes:</p> <ul style="list-style-type: none"> ·Operations Related Support Processes ·Network Management Related Support Processes ·Repository Administration ·IT Security Management ·Change Management ·Release Management ·Problem Management ·Performance Measurement ·Configuration Management ·Capacity Planning 		

#	Mandatory Requirements		
	Multi-Media Content Consultant – Level 2		
M1	The bidder must submit a Curriculum Vitæ for this proposed resource.		
M2	<p>The proposed resource must demonstrate twelve (12) months experience in each of the following skills in federal government initiatives:</p> <p>Web Development:</p> <ul style="list-style-type: none"> • Development of web content that is in conformity with federal government guidelines or standards for web accessibility (such as Government of Canada (GoC) Common Look & Feel) • Various Assistive Technology (Browsers for Persons with Disabilities) • Cascading Style Sheets 		

Solicitation No. - N° de l'invitation G7527-110005/A	Amd. No. - N° de la modif. 613zm G7527-110005	Buyer ID - Id de l'acheteur 613zm
Client Ref. No. - N° de réf. du client G7527-110005	File No. - N° du dossier 613zm G7527-110005	CCC No./N° CCC - FMS No./N° VME

	<ul style="list-style-type: none"> • Lotus Notes • Java Server Pages (JSP) • XML • Java Script 		
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	Mandatory Requirements		
	Java Web Developer – Level 3		
M1	The bidder must submit a Curriculum Vitæ for this proposed resource.		
M2	<p>The proposed resource must demonstrate twelve (12) months experience in each of the following skills in federal government initiatives:</p> <p>Web Development:</p> <ul style="list-style-type: none"> • Development of web content that is in conformity with federal government guidelines or standards for web accessibility (such as Government of Canada (GoC) Common Look & Feel) • Various Assistive Technology (Browsers for Persons with Disabilities) • Cascading Style Sheets • Web Services • Lucene • SOLR • Struts Framework • Caching Strategies • Java Programming • Java Server Pages (JSP) • Struts • XML • PHP • Java Script 		
M3	<p>The proposed resource must demonstrate twenty-four (24) months experience in each of the following skills in federal government initiatives:</p> <p>Basic Networking:</p> <ul style="list-style-type: none"> • Working knowledge of Standard Network Protocol • Network Security • Apache Web Server • Tomcat Java Application Server • Linux • Unix 		
M4	<p>The proposed resource must demonstrate twenty-four (24) months experience in each of the following skills in federal government initiatives:</p> <p>Database Development & Management:</p> <ul style="list-style-type: none"> • Oracle • MySQL • Stored Procedures 		

Rated Evaluation Criteria

Rated Evaluation Criteria Network Analyst – Level 3	Max. Score	Points Received / Page No. & Project References						
<p>R1. Demonstrated experience in two (2) relevant projects within the last five (5) years. A relevant project is defined as where the proposed resources participated in the development and implementation of application development on a partnership initiative (i.e. federal government web site).</p> <p>For the project(s), the bidder should provide a description of the work completed showing the relevance of the experience in the context to this work and dates the project was carried out (months and years).</p> <p>20 points will be awarded for each project that demonstrates the breadth of work that is similar in size and scope outlined in Section 2 – Background, in Annex A – Statement of Work.</p>	40							
<p>R2. Demonstrated experience in the set-up, configuration and maintenance of VMWare Server environment.</p> <p>a) Design b) Install c) Modify d) Maintain</p> <p>Up to 10 points will be awarded based on the proposed resource's experience.</p> <table border="1" data-bbox="196 1199 1019 1318"> <tr> <td>>10 Years Experience in all of above elements</td> <td>10 points</td> </tr> <tr> <td>5-10 Years Experience in all of the above elements</td> <td>7 points</td> </tr> <tr> <td>1-4 Years Experience in all of the above elements</td> <td>5 points</td> </tr> </table>	>10 Years Experience in all of above elements	10 points	5-10 Years Experience in all of the above elements	7 points	1-4 Years Experience in all of the above elements	5 points	10	
>10 Years Experience in all of above elements	10 points							
5-10 Years Experience in all of the above elements	7 points							
1-4 Years Experience in all of the above elements	5 points							
<p>R3. Demonstrated experience in the set-up, configuration and maintenance of Diskless Linux Servers.</p> <p>a) Design b) Install c) Modify d) Maintain</p> <p>Up to 10 points will be awarded based on the proposed resource's experience.</p> <table border="1" data-bbox="196 1640 1019 1759"> <tr> <td>>10 Years Experience in all of above elements</td> <td>10 points</td> </tr> <tr> <td>5-10 Years Experience in all of the above elements</td> <td>7 points</td> </tr> <tr> <td>1-4 Years Experience in all of the above elements</td> <td>5 points</td> </tr> </table>	>10 Years Experience in all of above elements	10 points	5-10 Years Experience in all of the above elements	7 points	1-4 Years Experience in all of the above elements	5 points	10	
>10 Years Experience in all of above elements	10 points							
5-10 Years Experience in all of the above elements	7 points							
1-4 Years Experience in all of the above elements	5 points							
<p>R4. Demonstrated experience in the set-up, configuration and maintenance of a Network Intrusion Detection and Traffic Auditing System.</p> <p>a) Design</p>	10							

Solicitation No. - N° de l'invitation G7527-110005/A Client Ref. No. - N° de réf. du client G7527-110005	Amd. No. - N° de la modif. File No. - N° du dossier 613zm G7527-110005	Buyer ID - Id de l'acheteur 613zm CCC No./N° CCC - FMS No./N° VME
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<p>b) Install c) Modify d) Maintain</p> <p>Up to 10 points will be awarded based on the proposed resource's experience.</p> <table border="1"> <tr> <td>>10 Years Experience in all of above elements</td> <td>10 points</td> </tr> <tr> <td>5-10 Years Experience in all of the above elements</td> <td>7 points</td> </tr> <tr> <td>1-4 Years Experience in all of the above elements</td> <td>5 points</td> </tr> </table>	>10 Years Experience in all of above elements	10 points	5-10 Years Experience in all of the above elements	7 points	1-4 Years Experience in all of the above elements	5 points		
>10 Years Experience in all of above elements	10 points							
5-10 Years Experience in all of the above elements	7 points							
1-4 Years Experience in all of the above elements	5 points							
<p>R5. Demonstrated experience in programming and scripting in the following languages:</p> <ul style="list-style-type: none"> • C/C++ • Perl • Java <p>Up to 5 points for each language listed for a maximum of 15 points will be award.</p> <table border="1"> <tr> <td>12 months or more</td> <td>3 points</td> </tr> <tr> <td>More than 24 months</td> <td>5 points</td> </tr> </table>	12 months or more	3 points	More than 24 months	5 points	15			
12 months or more	3 points							
More than 24 months	5 points							
<p>R6. Demonstrated significant experience in the set-up, configuration and maintenance of Lotus Notes or Domino Server</p> <p>a) Design b) Install c) Modify d) Maintain</p> <p>Up to 10 points will be awarded based on the proposed resource's experience.</p> <table border="1"> <tr> <td>>10 Years Experience in all of above elements</td> <td>10 points</td> </tr> <tr> <td>5-10 Years Experience in all of the above elements</td> <td>7 points</td> </tr> <tr> <td>1-4 Years Experience in all of the above elements</td> <td>5 points</td> </tr> </table>	>10 Years Experience in all of above elements	10 points	5-10 Years Experience in all of the above elements	7 points	1-4 Years Experience in all of the above elements	5 points	10	
>10 Years Experience in all of above elements	10 points							
5-10 Years Experience in all of the above elements	7 points							
1-4 Years Experience in all of the above elements	5 points							
Maximum Points Available	95	TOTAL POINTS						
Minimum Points Required	67							

Rated Evaluation Criteria	Max. Score	Points Received / Page No. & Project References
Multi-Media Content Consultant – Level 2		
<p>R1. Demonstrated experience in two (2) relevant projects within the last five (5) years. A relevant project is defined as where the proposed resources participated in the development and implementation of application development on a partnership initiative (i.e. federal government web site).</p>	40	

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

For the project(s), the bidder should provide a description of the work completed showing the relevance of the experience in the context of this work and when the work was carried out (months and years).

20 points will be awarded for each project that demonstrates relevant experience within the last five (5) years.

R2. Demonstrated experience creating accessible designs utilizing and testing assistive browser technologies according to W3C standards.

20

20 points will be awarded for one project that demonstrate relevant experience within the last (3) years.

R3. Demonstrated experience level using graphic design concepts in developing accessible, Government of Canada common look and feel Web site designs:

35

- Typography
- Composition
- Branding and Identity
- Colour Theory
- Flowcharting
- Graphics Compression
- Interface Design

Up to 5 points will be awarded for each element.

12 months or more	1 point
24 months or more	3 points
36 months or more	5 points

R4. Demonstrated experience using various graphic design suites and applications:

25

- Adobe Photoshop,
- Adobe Illustrator,
- Adobe Acrobat,
- Adobe Indesign
- TopStylePro

Up to 5 points will be awarded for each element

12 months or more	1 point
24 months or more	3 points
36 months or more	5 points

R5. Demonstrated experience in programming and working with databases:

16

- ASP
- Relational Databases
- SQL
- Macintosh Operating Systems
- XHTML
- Windows NT or Unix or Linux
- CVS

Solicitation No. - N° de l'invitation G7527-110005/A Client Ref. No. - N° de réf. du client G7527-110005	Amd. No. - N° de la modif. File No. - N° du dossier 613zm G7527-110005	Buyer ID - Id de l'acheteur 613zm CCC No./N° CCC - FMS No./N° VME
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<p>· JEdit</p> <p>Up to 2 points will be awarded for each element</p> <table border="1"> <tr> <td>12 months or more</td> <td>1 point</td> </tr> <tr> <td>24 months or more</td> <td>2 points</td> </tr> </table>	12 months or more	1 point	24 months or more	2 points				
12 months or more	1 point							
24 months or more	2 points							
<p>R6. Demonstrated experience in facilitating design work through the use of these Web Multi-media suites and applications:</p> <ul style="list-style-type: none"> · Adobe ImageReady, · Adobe GoLive · Macromedia Flash, · Macromedia FreeHand · Macromedia HomeSite · Streaming Media · Digital Illustration <p>Up to 5 points will be awarded for each element.</p> <table border="1"> <tr> <td>12 months or more</td> <td>1 point</td> </tr> <tr> <td>24 months or more</td> <td>3 points</td> </tr> <tr> <td>36 months or more</td> <td>5 points</td> </tr> </table>	12 months or more	1 point	24 months or more	3 points	36 months or more	5 points	35	
12 months or more	1 point							
24 months or more	3 points							
36 months or more	5 points							
<p>R7. Demonstrated experience in writing documentation, preparing and delivering presentations, preparing usability and focus test analysis reports to illustrate complex technical concepts and approaches to non-technical senior management within the project authority and partner organizations.</p> <p>10 points will be awarded for this experience.</p> <p>If not demonstrated, zero (0) points will be awarded.</p>	10							
Maximum Points Available	181	TOTALS POINTS						
Minimum Points Required	127							

Rated Evaluation Criteria	Max Score	Points Received / Page No. & Project References
<p>Java Web Developer – Level 3</p> <p>R1. Demonstrated experience in two (2) relevant projects within the last five (5) years. A relevant project is defined as where the proposed resources participated in the development and implementation of application development on a partnership initiative (i.e. federal government web site).</p> <p>For the projects, the bidder should provide a description of the work completed showing the relevance of the experience in the context of this work and when the work was carried out (months and years).</p> <p>20 points will be awarded for each project that demonstrates relevant experience within the last five (5) years.</p>	40	
<p>R2. Demonstrated experience in Systems Administration:</p> <ul style="list-style-type: none"> · Bind 	48	

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

- Bash Scripting
- Sendmail
- VMware Servers
- NFS
- Unix or Linux or FreeBSD or Solaris or HP or Windows NT

Up to 8 points will be awarded for each listed experience elements demonstrated by the proposed resource.

12 months or more	2 point
24 months or more	5 points
36 months or more	8 points

R3. Demonstrated experience with other programming languages:

30

- Java
- JSP
- SQL
- CVS
- Enterprise Level Scalable Design
- Parallel Processing Software Design

Up to 5 points will be awarded for each listed experience demonstrating the programming capacity of the proposed resource.

12 months or more	3 points
More than 24 months	5 points

R4. Demonstrated experience in relational databases:

15

- My SQL
- PostreSQL
- Database Design

Up to 5 points will be awarded for each listed experience demonstrating the database skills of the proposed resource.

12 months or more	1 point
24 months or more	3 points
36 months or more	5 points

R5. Demonstrated experience in writing documentation, preparing and delivering presentations, preparing usability and focus test analysis reports to illustrate complex technical concepts and approaches to non-technical senior management within the project authority and partner organizations.

10

10 points will be awarded for this experience.

If not demonstrated, zero (0) points will be awarded.

R6. Demonstrated experience in using and implementing various caching strategies for databases.

10

- a) Design

Solicitation No. - N° de l'invitation G7527-110005/A	Amd. No. - N° de la modif. 613zm	Buyer ID - Id de l'acheteur 613zm
Client Ref. No. - N° de réf. du client G7527-110005	File No. - N° du dossier 613zm G7527-110005	CCC No./N° CCC - FMS No./N° VME

b) Install c) Modify d) Maintain Up to 10 points will be awarded based on the proposed resource's experience.								
<table border="1"> <tr> <td>>10 Years Experience in all of above elements</td> <td>10 points</td> </tr> <tr> <td>5-10 Years Experience in all of the above elements</td> <td>7 points</td> </tr> <tr> <td>1-4 Years Experience in all of the above elements</td> <td>5 points</td> </tr> </table>	>10 Years Experience in all of above elements	10 points	5-10 Years Experience in all of the above elements	7 points	1-4 Years Experience in all of the above elements	5 points		
>10 Years Experience in all of above elements	10 points							
5-10 Years Experience in all of the above elements	7 points							
1-4 Years Experience in all of the above elements	5 points							
R7. Demonstrated experience in building Servlet or JSP based web applications using a Struts Framework which interact with departmental Web services and databases. a) Design b) Install c) Modify d) Maintain Up to 10 points will be awarded based on the proposed resource's experience.	10							
<table border="1"> <tr> <td>>10 Years Experience in all of above elements</td> <td>10 points</td> </tr> <tr> <td>5-10 Years Experience in all of the above elements</td> <td>7 points</td> </tr> <tr> <td>1-4 Years Experience in all of the above elements</td> <td>5 points</td> </tr> </table>	>10 Years Experience in all of above elements	10 points	5-10 Years Experience in all of the above elements	7 points	1-4 Years Experience in all of the above elements	5 points		
>10 Years Experience in all of above elements	10 points							
5-10 Years Experience in all of the above elements	7 points							
1-4 Years Experience in all of the above elements	5 points							
Maximum Points Available	163	TOTAL POINTS						
Minimum Points Required	114							

Rated Evaluation Criteria Bidder – Project Requirement Description	Max. Score	Points Received / Page No. & Project References
R1. The bidder should provide a detailed statement that the proposed resource(s) fully understands the project requirements and describes the approach that the proposed technical team will undertake to complete the Tasks outlined in Section 5, in Annex A – Statement of Work. Up to 50 points will be awarded if the bidder demonstrates a solid understanding of the project requirements and the approach taken to meet deliverable is sound. Subjective Rating Criteria for Completeness and Clarity of the Detailed Statement Not addressed: no information on research questions provided. = 0 points. Fair: more than one main issue and several minor issues have not been addressed, and / or, the proposal lacks considerable clarity on how the issues will be examined.	50	

Solicitation No. - N° de l'invitation G7527-110005/A	Amd. No. - N° de la modif. 613zm G7527-110005	Buyer ID - Id de l'acheteur 613zm
Client Ref. No. - N° de réf. du client G7527-110005	File No. - N° du dossier 613zm G7527-110005	CCC No./N° CCC - FMS No./N° VME
= 12.5 points		
Good: all main issues have been addressed but the proposal lacks information on minor issues, and / or, the lacks some clarity around some of the issues. = 25 points		
Very Good: all main questions and minor issues have been addressed and the proposal is clear on how each of the issues will be addressed. = 37.5 points		
Excellent: the proposal addresses, in depth, all questions and issues presented in the RFP and the proposal is exceptionally clear on how the issues will be addressed. = 50 points		
Maximum Points Available	50	TOTAL POINTS
Minimum Points Required	35	

Rated Evaluation Criteria	Max. Points	Score Awarded
Network Analyst – Level 3	95	
Multi-Media Content Consultant – Level 2	181	
Java Web Developer – Level 3	163	
Bidder – Project Requirement Description	50	
TECHNICAL SCORE	489	
(Sum of above items)		

TECHNICAL SCORE	/489	Only those bids achieving a minimum score of 343/489 (70%) on Point Rated Criteria (inclusive) will be evaluated on the basis of the Bidder's Total Estimated Cost (see Annex D for Financial Bid Evaluation information).
BIDDER WEIGHTED TECHNICAL SCORE	/65	Bidders' Technical Score out of 489 will be weighted to result in a score out of 65 points, to form the Bidder's Weighted Technical Score , as per the formula below. This score will be used for the purposes of calculating the Bidder's Total Score (out of 100 points).

BIDDER WEIGHTED TECHNICAL SCORE

$$= \frac{\text{Bidder's TECHNICAL SCORE X 65}}{\text{Total Possible TECHNICAL SCORE (489)}} \text{ points}$$

Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME

BIDDER FORM

BID SUBMISSION FORM

Bidder's full legal name

Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)

Name

Title

Address

Telephone #

Fax #

Email

Bidder's Procurement Business Number (PBN)
[see the *Standard Instructions 2003* and Article 2.1(e)(ii)]

Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)

Former Public Servants

See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".

For joint ventures, be sure to provide this information for each of the members of the joint venture.

Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?

Yes ____ No ____

If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?

Yes ____ No ____

If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

Solicitation No. - N° de l'invitation G7527-110005/A	Amd. No. - N° de la modif. 613zm G7527-110005	Buyer ID - Id de l'acheteur 613zm
Client Ref. No. - N° de réf. du client G7527-110005	File No. - N° du dossier 613zm G7527-110005	CCC No./N° CCC - FMS No./N° VME

<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</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>
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<p>Number of FTEs [Bidders are requested to indicate (for all applicable Streams), the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>
<p>Security Clearance Level of Bidder [include both the level and the date it was granted]</p>	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <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>(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>Signature of Authorized Representative of Bidder</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>Number of FTEs [Bidders are requested to indicate (for all applicable Streams), 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>	
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<p>Security Clearance Level of Bidder [include both the level and the date it was granted]</p>	
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<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>Signature of Authorized Representative of Bidder</p>
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Solicitation No. - N° de l'invitation
G7527-110005/A
Client Ref. No. - N° de réf. du client
G7527-110005

Amd. No. - N° de la modif.
File No. - N° du dossier
613zm G7527-110005

Buyer ID - Id de l'acheteur
613zm
CCC No./N° CCC - FMS No./N° VME