

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet INFORMATICS PROFESSIONAL SERVICES	
Solicitation No. - N° de l'invitation 24062-130039/A	Date 2013-04-17
Client Reference No. - N° de référence du client 24062-130039	
GETS Reference No. - N° de référence de SEAG PW-\$\$EL-619-25971	
File No. - N° de dossier 619el.24062-130039	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-07	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: Perkins, Deborah	Buyer Id - Id de l'acheteur 619el
Telephone No. - N° de téléphone (819) 956-8656 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	TREASURY BOARD OF CANADA 140 O'CONNOR ST, 3RD FL OTTAWA ON K1A 0R5	I - 1	TREASURY BOARD OF CANADA 140 O'CONNOR ST, 3RD FL OTTAWA ON K1A 0R5



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Del. Offered Liv. offerte
1	Informatics Professional Services	D - I	I - I	1	LOT	\$	\$	See Herein	

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24062-130039/A

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24062-130039

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619e1

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PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation #618EL.EP008-132490/A. It is divided into seven parts plus annexes and attachments as follows:

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

The annexes include the Statement of Work, the Basis of Payment, the Security Requirement Check List (SRCL), and any other annexes or attachments.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement for the Treasury Board of Canada, Project Delivery Office (PDO), (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of one contract for three years plus two one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.tpsgc-pwgsc.gc.ca/acquisitions/text/plain/plain-e.html>) Website.
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.

- (e) Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/D series of Supply Arrangements (SAs) are invited to compete. SA Holders may not submit a proposal in response to this bid solicitation unless they have been invited to do so. This does not apply to requirements where multiple contracts may be issued in accordance with the TBIPS SA. The TBIPS Supply Arrangement EN578-055605/D is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (f) Supply Arrangement (SA) Holders that are invited to compete as a Joint Venture, must submit a proposal as the Joint Venture and must have already been qualified under the SA #EN578-055605/D as a joint venture.
- (g) The following resource in the Category of Personnel described below is required on an "as and when requested basis" in accordance with the TBIPS SA Annex "B". Bidders should note that **seven resources** (one from each category) will be evaluated as part of this bid solicitation.

CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
Business Process Re-engineering (BPR) Consultant	Level 2	1
Business Analyst	Level 3	2
Technical Writer	Level 2	1
Project Executive	Level 3	1
Project Co-ordinator	Level 3	1
Project Manager	Level 2	3
Project Manager	Level 3	1

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 10 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (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) Location and Time for Delivery of Bid: Due to the nature of this solicitation, bids submitted by facsimile or electronic mail will not be accepted. Bids must not be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

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

Solicitation Closes:

At 02:00 PM On (2013-05-07) Time Zone: Eastern Daylight Saving Time (EDST)

Bid Receiving Unit Address is Solely for Delivery of Bids:

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted.

2.3 Enquiries – Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority (see Article 7.7(a)), no later than ten calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (4 hard copies);
- (ii) Section II: Financial Bid (1 hard copy);
- (iii) Certifications (1 hard copy).

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

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

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

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

3.2 Section I: Technical Bid

- (a) The technical bid consists of the following:

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

- (ii) **Security Clearance:**

Bidders are requested to submit the following security information for the proposed resources with their bids on or before the bid closing date. If the Bidder has not included the security information, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Annex D, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Annex D, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

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- (iv) **For the Proposed Resources:** The technical bid must include résumés for the seven (7) resources identified in Annex D. The technical bid must demonstrate that the proposed individuals meet 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 or membership throughout the evaluation period. Where the designation or membership must be demonstrated through a certification, the certification must be current, valid and issued by the entity specified in this solicitation or if the entity is not specified, an accredited or otherwise recognized body, institution or entity.
 - (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). Canada will consider the duration of the experience as it is evidenced from the start to the end date of the resource's specific time spent on a project or projects, instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as this bid solicitation, will not be considered "demonstrated" for evaluation purposes. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

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

3.3 Section II: Financial Bid

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

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5 with their bids.

**APPENDIX 3.1
BIDDER FORMS**

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

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Canadian Content Certification [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that [<i>check the box that applies</i>]:	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	

Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to: (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation. For joint ventures, be sure to provide this information for each of the members of the joint venture.	On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:	
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR	
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	

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Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]	
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i>	
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
Signature of Authorized Representative of Bidder	

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

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

4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:** Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Annex D - Bid/Contract 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 - Bid/Contract 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. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information 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. Canada references will be accepted.
- (d) **Resource Qualifications:** The qualifications and experience of the proposed resources will be assessed against the requirements set out in the bid solicitation. Canada may request proof of successful completion of formal training, as well as reference information. The Contracting Authority reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided.

4.3 Financial Evaluation

- (a) The Bidder must provide firm, all inclusive per diem rates for the initial contract period and option periods for each Resource Category identified in Annex "B" - Basis of Payment, using the tables attached at Annex "B" - Basis of Payment. The financial evaluation will be conducted only on proposals that are technically responsive by using these rates to calculate the Total Financial Score. For the initial contract period of any contract (from date of award) resulting from this bid solicitation, the applicable firm per diem rates must not exceed those rates specified in Annex "C" - Schedule of Per Diem Rates of the SA Holder's Supply Arrangement for each relevant resource. Failure to abide with this condition will result in a proposal being considered non-responsive.
- (b) **Firm Per Diem Median Rate Evaluation Method:**
- 1) There are two financial evaluation methods possible for this requirement. The first method will be used if 3 or more bids are determined responsive (see 2) Financial Evaluation - Method 1 below), and the second method will be used if fewer than 3 bids are determined responsive (see 3) Financial Evaluation - Method 2 below).
 - 2) Financial Evaluation - Method 1: The following financial evaluation method will be used if 3 or more bids are determined responsive:
 - (i) **STEP 1 - DETERMINING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each period and each Resource Category, the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the lower median rate to a value of minus (-) 20% of the median, and an upper median rate to a value of plus (+) 30% of the median. When an even number of technically responsive bids have been determined, an

average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

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

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

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

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

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

TABLE 1 - POINTS ASSIGNED					
RESOURCE CATEGORIES	INITIAL (1 YEAR) CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	TOTAL POINTS
Business Process Re-engineering (BPR) Consultant - Level 2	200	150	150	150	650
Business Analyst - Level 3	200	150	150	150	650
Technical Writer - Level 2	200	150	150	150	650
Project Executive - Level 3	200	150	150	150	650
Project Co-ordinator - Level 3	200	150	150	150	650
Project Manager - Level 2	200	150	150	150	650
Project Manager - Level 3	200	150	150	150	650
MAXIMUM FINANCIAL POINTS	1400	1050	1050	1050	4550

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

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

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

STEP 1 - DETERMINING THE LOWER AND UPPER MEDIAN BANDS FOR EACH YEAR AND EACH RESOURCE CATEGORY	
(Median 1)	For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.
(Median 2)	For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.
(Median 3)	For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.
(Median 4)	For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.
(Median 5)	For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.
(Median 6)	For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.

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

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Bidder 2:

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

Bidder 3:

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

STEP 3 - TOTAL FINANCIAL SCORE:

Bidder 1

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

Bidder 2

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

Bidder 3

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

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

(i) **STEP 1 - POINTS ALLOCATION:** For each period and each Resource Category, points will be allocated as follows:

(A) Points will be established based on the following calculation; points will be rounded to two decimal places:

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

(B) The responsive Bidder with the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 1 above.

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

(c) **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 compliant Bidders for the relevant Resource Category or Categories. Where Canada requests price support, the following information is required:

- (i) an invoice (referencing a contract serial number) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant Resource Category, where those services were provided in the National Capital Region for at least three months within the twelve months prior to the bid solicitation issuance date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), a signed contract, or a letter of reference signed by, the Bidder's client that includes at least 50% of the tasks listed in this solicitation's Statement of Work for the Resource Category being examined for an unreasonably low rate;
- (iii) in respect of each referenced contract, a resume for the resource that performed under that contract which shows that 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 e-mail address of the invoiced client for each of the resources invoiced, so Canada can verify any facts presented for the affected categories.

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

(d) **Formulae in Pricing Tables**

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

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria, and attain a minimum pass mark of 70% for each proposed resource in the rated requirements to be declared responsive. The responsive bid that obtains the highest combined rating of technical merit and price, by adding the technical score with the financial score, will be recommended for award of a contract. The total possible technical score is 70 while the total possible financial score is 30.
- (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 higher technical 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 70 while the total financial score is 30.

For each proposal:

Calculation of Technical Score: The technical component score will constitute 70% of the total Bidder's score. The Final Technical score (out of 70 points) will be computed for each responsive Bidder. The Final Technical score will then be converted to points (i.e. Scored), and rounded to two decimal places, based upon compliant proposals at this phase of the evaluation, using the following formula:

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$$\frac{\text{Total Bidder Technical Score Obtained}}{595 \text{ points}} \times 70 \text{ Points} = \frac{\text{Technical Score}}{(\text{Max. of 70 points})}$$

The Bidder must obtain a minimum overall pass mark of 416.50 points out of a maximum of 595 points in order to be considered responsive.

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

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

$$\frac{\text{Bidder's Total Financial Score}}{\text{Table 1 - Maximum Points Assigned}} \times 30 \text{ Points} = \text{Financial Proposal Score} \text{ (Max. of 30 points)}$$

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 Certification Precedent to Contract Award

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

5.2 Federal Contractors Program - Certification

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

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

5.3 Former Public Servant Certification

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

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

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

5.4 Status and Availability of Resources

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

5.5 Education and Experience

- (a) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

- (b) All of the resources proposed must meet the minimum experience requirements detailed in the Supply Arrangement for the category of personnel for which they are being proposed. By submitting a bid, the SA Holder acknowledges that the Department of Public Works and Government Services Canada reserves the right to verify this certification prior to contract award or during contract performance and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.

5.6 Certification of Language

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

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

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- (c) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.2 Task Authorization

- (a) **Purpose of TA:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using a Task Authorization ("TA") Form - Appendix A to Annex A.
- (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 5 working days of the request.
- (c) **Approval Process:** If Canada approves the Contractor's task quotation, Canada (by its authorized representative, as described in this Article) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (d) **Authority to Issue a TA:** Any TA with a value less than or equal to \$300,000.00 (including GST/HST) may be issued by the Technical Authority. Any TA with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's authority to issue TAs at any time.

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

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

the Technical Authority; and

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

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

the Technical Authority;

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

the Contracting Authority.

- (e) **Task Authorization Quotations:** The Contractor is required to submit a responsive quotation in response to every TA Form issued to it by Canada. In addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least three instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories of Personnel identified in the TA at pricing not exceeding the rates of Annex B.
- (f) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
- i. a task number;
 - ii. the details of any financial coding to be used;
 - iii. the number of resources in each category required;
 - iv. a brief statement of work for the task outlining the activities to be performed and identifying any deliverables;
 - v. the period during which the task is to be carried out (beginning and end dates);
 - vi. milestone dates for deliverables and payments (if applicable);
 - vii. the number of person-days of effort required;
 - viii. the specific work location;

- ix. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - x. any other constraints that might affect the completion of the task.
- (g) **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.
- (h) **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.
- (i) **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.
- (j) **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 3% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.
- (b) The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.
- (c) If Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

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

7.5 Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by CISD/PWGSC.
- (c) The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (e) The Contractor must comply with the provisions of the:
 - (i) Security Requirements Check List attached at Annex C; and the
 - (ii) 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 three years later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

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

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

7.7 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name:	Deborah Perkins
Title:	Supply Team Leader Public Works and Government Services Canada Acquisitions Branch
Directorate:	Informatics and Telecommunications Systems Procurement Directorate
Address:	11 Laurier Street, Gatineau, Quebec, K1A 0S5
Telephone:	819 956-8656
E-mail address:	deborah.perkins@pwgsc.gc.ca

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

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

The Technical Authority for the Contract is:

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

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

(c) Contractor's Representative (to be provided at contract award)

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

7.8 Payment**(a) Basis of Payment**

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:**
 For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **Work outside normal office hours:**
- (a) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (b) The Technical Authority will advise the Contractor as soon as possible of any overtime requirements. All overtime must be pre-approved by the Technical Authority.
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

- (iv) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If three times or more the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.
- (v) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.
- (b) **Limitation of Expenditure - Cumulative Total of all Task Authorizations**
- (i) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____. Customs duties are excluded and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (a) it is 75 percent committed, or
- (b) 4 months before the Contract expiry date, or
- (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
- whichever comes first.
- (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. Provision of such information by the Contractor does not increase Canada's liability.
- (c) **Method of Payment for Task Authorizations:** For each Task Authorization issued under the Contract that contains a maximum price:
- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.

- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(d) **Time Verification**

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

(e) **Payment Credits**

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

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

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

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- (vi) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (vii) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (viii) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- (f) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.9 Invoicing Instructions

- (a) (i) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- (ii) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (iii) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

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- (b) Each invoice must be supported by:
- (i) a copy of time sheets to support the time claimed as described in Annex A - Statement of Work;
 - (ii) a copy of the release document and any other documents as specified in the Contract; and
 - (iii) a copy of the monthly progress report.
- (c) Invoices must be distributed as follows:
- (i) The original must be forwarded to the following e-mail address for certification and payment:

Treasury Board of Canada
140 O'Connor Street, 3rd Floor
Ottawa, Ontario
K1A 0R5
 - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.10 Certifications

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

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) General Conditions 2035 (2011-05-16), Higher Complexity - Services;

- (c) Annex A, Statement of Work (SOW);
- (i) Appendix 1 to Annex A - Tasking Procedure for Services
 - (ii) Appendix 2 to Annex A - Task Authorization (TA) Form
 - (iii) Appendix 3 to Annex A - Certifications at the TA stage
 - (iv) Appendix 4 to Annex A - Disclosure of Conflict of Interest and Non-Disclosure Agreement
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the signed Task Authorizations including any required Certifications;
- (g) Supply Arrangement Number EN578-055605/XXX/EL (the "Supply Arrangement"); and
- (h) the Contractor's bid dated _____ **(to be filled out at Contract Award)**.

7.13 Foreign Nationals (Canadian Contractor)

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

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

7.14 Foreign Nationals (Foreign Contractor)

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

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

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

(B) A certified true copy of the policy.

(ii) **Commercial General Liability (CGL)**

Commercial General Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$2 million** per accident or occurrence and in the annual aggregate.

(iii) **CGL Endorsements**

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

- (a) Additional Insured Endorsement: Canada is included as an additional insured, but only with respect to liabilities that may arise from the contractor's own negligence, in the performance of the contract;
- (b) The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada;
- (c) Notice of Cancellation Endorsement: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation;
- (d) Cross Liability Endorsement: Without increasing the limit of liability, the policy will protect all insured parties to the full extent of coverage provided. Further, the policy will apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;
- (e) Contractual Liability Endorsement: The policy will, on a blanket basis or by specific reference to threshold limits of the SO/SA Tiers, extend to assumed liabilities with respect to contractual insurance provisions;
- (f) Contingent Employer's Liability Endorsement": To protect Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of their employees;
- (g) Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, will be included as additional insured;

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- (h) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries;
 - (i) Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf;
 - (j) Personal Injury Broad Form: While not limited to, the endorsement should include coverage for Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
 - (k) Independent Contractors Liability Endorsement (if any): Unless otherwise insured elsewhere, and evidence thereof is secured by the Contractor; all subcontractors are included as Insured by the policy;
 - (l) Non-Owned Automobile Endorsement: To protect the Contractor for liabilities arising by their use of vehicles owned by other parties including Canada;
 - (m) Where the Contractor is a Joint Venture, for the purposes of the Contract and any related documents (including insurance certificates), Canada requires that the Joint Venture Contractor identify itself by a single name. Upon request by Canada, a Joint Venture Contractor must specify the name of the Joint Venture to the Contracting Authority.

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 section, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
 - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";

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- (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
- (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 75% times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
- In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back up of its records and data.
- (c) **Third Party Claims:**
- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

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

7.17 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has 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 Resource, any replacement resource will be rated by the Project Authority and the score obtained must be equal or superior.
- (b) If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Specific Individuals"), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- (c) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- (d) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the 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 and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.21 Access to Canada's Property and Facilities

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

7.22 Identification Protocol Responsibilities

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

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

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- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Technical Authority and the Contracting Authority, and 20 working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

Annex A

Statement of Work (SOW) – IMTD Project Delivery Office (PDO) Resources

1.0 IMTD PDO RESOURCES

The Information Management and Technology Directorate (IMTD) in the TBS CSS sector require staff in various Technology Service Classes.

2.0 OBJECTIVES

The PDO requires additional staff to handle the forecasted number of projects in IMTD. These resources will supplement existing resources to ensure that new and existing IM/IT projects adhere to the established project delivery processes that have been developed to provide for the efficient and effective delivery of IM/IT products or services to TBS clients.

The resources provided through this contract will work under the supervision of the PDO Manager to provide the services outlined within this solicitation.

3.0 BACKGROUND

The PDO is responsible for the delivery of the IM/IT component of various TBS sector initiatives that are defined as projects. Project size complexity and duration is varied and will range on a number of factors such as project characteristics and risks.

An **IM/IT related project** is a project that has an IT component that is critical to achieving the intended business outcomes. The following are examples of IM/IT related projects:

- Projects to implement or modernize program delivery to the public;
- Projects to implement internal administrative systems and processes, such as for finance or human resources management; and
- Projects to implement databases and systems used for a variety of purposes, ranging from policy development to financial reporting.

The PDO utilizes the Project Gating Framework for IT-Enabled Projects, as defined by the Chief Information Officer Branch (CIOB), and tailored to meet the TBS departmental needs.

4.0 SCOPE OF WORK

The Contractor shall provide resources on an “as and when requested” basis to work within the scope of this SOW. Several resource categories are required. The high level scope of this work is to support and supplement the PDO in the delivery of IM/IT related projects to their TBS clients. This work shall be conducted utilizing defined processes for project delivery, primarily embodied within the Guide to Project Gating for IT-Enabled Projects. This process provides for effective executive-level discipline and control over large and complex IT-enabled projects, as well as covering the overall delivery of the project.

Projects may range in complexity and risk as outlined in the following table. The PDO Manager will be responsible to ensure that Contractor provided resources are optimally assigned to projects. Contractor provided resources will typically be applied to sustaining or tactical projects.

Complexity and Risk Level	Definition
1. Sustaining	Project has low risk and complexity. The project outcome affects only a specific service or at most a specific program, and risk mitigations for general project risks are in place. The project does not consume a significant percentage of departmental or agency resources.
2. Tactical	A project rated at this level affects multiple services within a program and may involve more significant procurement activities. It may involve some information management or information technology (IM/IT) or engineering activities. The project risk profile may indicate that some risks could have serious impacts, requiring carefully planned responses. The scope of a tactical project is operational in nature and delivers new capabilities within limits.
3. Evolutionary	As indicated by the name, projects within this level of complexity and risk introduce change, new capabilities and may have a fairly extensive scope. Disciplined skills are required to successfully manage evolutionary projects. Scope frequently spans programs and may affect one or two other departments or agencies. There may be substantial change to business process, internal staff, external clients, and technology infrastructure. IM/IT components may represent a significant proportion of total project activity.
4. Transformational	At this level, projects require extensive capabilities and may have a dramatic impact on the organization and potentially other organizations. Horizontal (i.e. multi-departmental, multi-agency, or multi-jurisdictional) projects are transformational in nature. Risks associated with these projects often have serious consequences, such as restructuring the organization, change in senior management, and/or loss of public reputation.

5.0 PERSONNEL REQUIREMENT

The following resource categories and quantities are required.

	RESOURCE CATEGORY	LEVEL	QUANTITY	SECURITY LEVEL	LANGUAGE PROFICIENCY
5.1	B.5 Business Process Re-engineering (BPR) Consultant	Level 2	1	Secret	English
5.2	B.1 Business Analyst	Level 3	2	Secret	Bilingual
5.3	B.14 Technical Writer	Level 2	1	Secret	English
5.4	P.5 Project Executive	Level 3	1	Secret	Bilingual
5.5	P.7 Project Coordinator	Level 3	1	Secret	English
5.6	P.9 Project Manager	Level 2	3	Secret	Bilingual
5.7	P.9 Project Manager	Level 3	1	Secret	Bilingual

6.0 TASKS REQUIRED

6.1 B.5 Business Process Re-engineering (BPR) Consultant – Level 2

- Review existing work processes and organizational structure.
- Analyze business functional requirements to identify information, procedures and decision flows.
- Identify candidate processes for re-design; prototype potential solutions, provide trade-off information and suggest a recommended course of action.
- Identify the modifications to the automated processes.
- Provide expert advice in defining new requirements and opportunities for applying efficient and effective solutions; identify and provide preliminary costs of potential options.
- Provide expert advice in developing and integrating process and information models between processes to eliminate information and process redundancies.
- Identify and recommend new processes and organizational structures.
- Provide expert advice on and/or assist in implementing new processes and organizational changes.
- Document workflows.
- Use business, workflow and organizational modeling software tools.

6.2. B.1 Business Analyst – Level 3

The business analyst must perform the following tasks under the direction of the assigned Project Manager. The assigned projects will be varied and the team size may range in size depending on the project and the point in the project life cycle.

- Analyze document(s) that identifies business processes, procedures, and decision flows and summarize the result of the analysis in a written format.
- Conduct sessions with clients for discovering and documenting business requirements.
- As required, create and update documents that describe business processes, procedures, and methodologies.
- Translate requirements into deliverables such as Use Cases, Business Requirements Document, and Business Concept Documents (BCD).
- Evaluate existing procedures and methods, and translate existing items such as database content, structure, application subsystems, and develop data dictionary into business requirements.
- Identify candidate business processes for re-design, prototype potential solutions, provide trade off information and suggest a recommended course of action.
- Identify areas of improvement in existing processes.
- Conduct research on existing business support systems and identify major problems and/or opportunities.
- Analyze IM/IT applications from a business perspective and summarize the result of the analysis in a written format.
- Liaise with the business units, technology teams and support teams.
- Lead or participate in focus groups or requirements analysis teams for the purposes of gathering business IM/IT requirements.
- Support and use the selected departmental methodologies.
- Develop and deliver presentations that illustrate system and business requirements to clients, project stakeholders, and executive management.
- Meet with other organizational executives to ensure all organizational (internal and external) stakeholders are committed and moving forward on project and organizational goals.
- Track the status of work activities.
- Obtain sign-off for documents on required deliverables.
- Provide supporting documentation using provided TBS templates.

6.3 B.14 Technical Writer – Level 2

- Documents help text, user manuals, technical documentation, web page content, etc.
- Review documentation standards and the existing project documentation.
- Determine documentation requirements and makes plans for meeting them.
- Gather information concerning the features and functions provided by the developers.
- Assess the audience for the documents/manuals which are required and prepare a statement of purpose and scope for each.
- Develop a table of content for each document/manual and write or edit the required content.
- Investigate the accuracy of the information collected by making direct use of the material being documented.
- Prepare or coordinate the preparation of any required illustrations and diagrams.
- Design the layout of the documents/manuals.
- Use word-processing, desk-top publishing and graphics software packages to produce final camera-ready copy.

6.4 P.5 Project Executive – Level 3

- Manage several Project Managers, each responsible for an element of the project and its associated project team.
- Define and document project objectives, determine budget requirements.
- Perform assessments of project reporting and oversight programs and develop an action plan for improvement.
- Develop and implement program and/or project performance measurement processes.
- Provide written advice and/or host workshops to assist business owner's understanding of large business transformation projects with an IT component.
- Meet with other organizational executives to ensure all organizational (internal and external) stakeholders are committed and moving forward on project and organizational goals.
- Resolve issues related to the project.
- Analyze portfolio trends and provide recommendations.
- Conduct research, consultations, and documentation reviews.
- Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools.
- Obtain the necessary project sign-off on project deliverables.

6.5 P.7 Project Coordinator – Level 3

- Assist project management and data processing professionals, technical users and end users in project coordination and synchronization tasks.
- Provide administrative and technical support of a clerical nature as required to a project team.
- Assist in performing such tasks as maintaining project documentation and application/system libraries. Track project change requests.
- Maintain and updates relevant project information in manual and/or electronic files; project information might include such things as project activity schedule, status reports, correspondence.
- Communicate with project management and data processing professionals, technical users and end users on administrative matters related to the project.
- Prepare statement of work, work breakdown structures, and monitor budgets and financial forecasts.

6.6 P.9 Project Manager – Level 2

The Project Manager must perform the following tasks under the direction of the PDO Chief. The assigned projects will be varied and the team size may range in size depending on the project and the point in the project life cycle. Team size may range in size depending on the project and the point in the project life cycle. Projects will typically be sustaining complexity and risk.

- Manage several project team members, each responsible for an element of the project and its associated project team. Liaise with other functional groups within Shared Services Canada (SSC) and IT Security to ensure that project deliverables are schedule and resources are assigned.
- Manage the project during the development, implementation and operations startup by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed time, cost and performance parameters.
- Formulate statements of problems; establishes procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof.
- Define and document the objectives for the project; determine budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team.
- Report progress of the project on an ongoing basis and at scheduled points in the life cycle.
- Meet with stakeholders and other project managers to outline encountered problems in a comprehensive manner for the purpose of finding solutions.
- Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools.
- Follow the IT Gating Process as defined by the provided documentation (see section 11 of this SOW).
- Project sign-off

6.7 P.9 Project Manager – Level 3

The Project Manager must perform the following tasks under the direction of the PDO Chief. The assigned projects will be varied and the team size may range in size depending on the project and the point in the project life cycle. Projects will typically be tactical complexity and risk.

- Manage several project team members, each responsible for an element of the project and its associated project team. Liaise with other functional groups within Shared Services Canada (SSC) and IT Security to ensure that project deliverables are schedule and resources are assigned.
- Manage the project during the development, implementation and operations startup by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed time, cost and performance parameters.
- Formulate statements of problems; establishes procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof.
- Define and document the objectives for the project; determine budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team.
- Report progress of the project on an ongoing basis and at scheduled points in the life cycle.
- Meet with stakeholders and other project managers to outline encountered problems in a comprehensive manner for the purpose of finding solutions.
- Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools.
- Follow the IT Gating Process as defined by the provided documentation (see section 11 of this SOW).
- Project sign-off.

7.0 DELIVERABLES

The following deliverables are required for each resource category. Deliverables will be in the format provided by the organization in the documentation templates and must be placed in the departmental documentation management system GCDOCs. Most templates are MS Office based (Word, Project, Powerpoint, Excel, or Visio).

7.1 B.5 BUSINESS PROCESS REENGINEERING (BPR) CONSULTANT – LEVEL 2

The BPR consultant will be responsible for the following deliverables:

- Business process diagrams (existing and proposed)
- Business process documentation including analysis and recommendations
- Inputs to the overall project plan
- Analysis document that identifies business processes, procedures, and decision flows
- Presentation to Senior Management for approval
- Status Reports in MS Excel or MS Word which at a minimum include:
 - ♦ Status of the requirements gathering phase, documentation phase, etc.
 - ♦ Tasks and activities completed in the last reporting period
 - ♦ Planned activities to be completed in the next reporting period
 - ♦ Status and flow of work activities/deliverables
 - ♦ Potential risks/issues / Outstanding risks/issues

7.2 B.1 BUSINESS ANALYST – LEVEL 3

The Business Analyst will be responsible for the following deliverables:

- Preliminary Project Risk and Complexity Assessments (PPCRA)
- Inputs to the overall project plan
- Inputs to the Conceptual Solution
- Analysis document that identifies business processes, procedures, and decision flows
- Business IM/IT requirements gathering
- Business Requirements Definition (BRD) documentation. The BRD must include at a minimum:
 - ♦ Details of the business solution
 - ♦ Customer needs and expectations
 - ♦ Critical activities
 - ♦ Transformational processes
- User requirements or change requests documents
- Business Case
- Presentation to Senior Management for approval
- Status Reports in MS Excel or MS Word which at a minimum include:
 - ♦ Status of the requirements gathering phase, documentation phase, etc.
 - ♦ Tasks and activities completed in the last reporting period
 - ♦ Planned activities to be completed in the next reporting period
 - ♦ Status and flow of work activities/deliverables
 - ♦ Potential risks/issues / Outstanding risks/issues

7.3 B.14 TECHNICAL WRITER – LEVEL 2

The Technical Writer will be responsible for the following deliverables:

- Reviewing project documentation
- Producing Training material:
 - User guides
 - Instructor guides
 - Presentations
 - Demos and simulations
- Producing User and technical documentation:
 - ◆ User Manuals
 - ◆ Online Help
 - ◆ Installation Manuals
 - ◆ Administration Guides
 - ◆ Quick Start Guides
 - ◆ Technical References
- Reviewing feedback, reworking drafts, and resubmitting for feedback until the client signs off the final versions
- Creating first drafts of the documentation and requesting feedback from developers or product experts
- Assembling the final deliverables in the required format
- Analyzing the information needs of the target audience and planning how to meet these needs

7.4 P.5 PROJECT EXECUTIVE – LEVEL 3

The Project Executive will be responsible for the following deliverables:

- Project Charters
- Input to all technical documentation
- Project plans including work breakdown structure (WBS), timelines and resource breakdown structure (RBS)
- Procurements plans
- Contract initiation forms including SOWs, evaluation criteria, and SRCL
- Communications Plans
- Quality Management Plans
- Cost Management Plans
- Project status reports in MS Word for distribution to clients and project authorities
- Project briefings to project authorities in MS PowerPoint format
- Change requests
- Briefing Notes or other Executive Summary documentation
- Presentations and briefings to senior departmental officials
- Strategic plans or program guidance documentation

7.5 P.7 PROJECT COORDINATOR – LEVEL 3

The Project Coordinator will be responsible for the following deliverables:

- Reminders to project team members for required deliverables
- Maintain project documentation system library
- Meeting invitations
- Maintain Action Item, Issue, Risk and Cost Registers
- Assist project managers with their project activities
- Maintain project status reports, correspondence and project budget plan
- Assist in the preparation of statement of work, project management plan and all subsidiary project plans, forecasts and burn-rate to support the Project Manager exercise of his/her duties
- Assist the Project Manager in creating, maintaining and reporting on performance metrics
- Assist the Project Manager in monitoring and reporting on the project activities.

7.6 P.9 PROJECT MANAGER - LEVEL 2

The Project Manager will be responsible for the following deliverables:

- Project Charters
- Inputs to all technical documentation
- Project plans including work breakdown structure (WBS), timelines and resource breakdown structure (RBS)
- Certification and Accreditation checklists, including vulnerability assessment and threat risk assessment
- Procurement plans
- Contract initiation forms including SOWs, evaluation criteria, and SRCL
- Release management and Transition plans
- Communication plans
- Quality Management plans
- Cost estimates
- Project status reports in MS Word for distribution to clients and project authorities
- Project briefings to project authorities in MS PowerPoint format
- Track change requests
- Risk Management Plans
- Monitoring the project against the project management plan

7.7 P.9 PROJECT MANAGER - LEVEL 3

The Project Manager will be responsible for the following deliverables:

- Project Charters
- Inputs to all technical documentation
- Project plans including work breakdown structure (WBS), timelines and resource breakdown structure (RBS)
- Certification and Accreditation checklists, including vulnerability assessment and threat risk assessment
- Procurement plans
- Contract initiation forms including SOWs, evaluation criteria, and SRCL
- Release management and Transition plans
- Communication plans
- Quality Management plans

- Cost estimates
- Project status reports in MS Word for distribution to clients and project authorities
- Project briefings to project authorities in MS PowerPoint format
- Track change requests
- Risk Management Plan
- Monitoring the project against the project management plan

8.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

An office, desk, PC, and all required project documentation, software and licenses required to access the departmental IT systems necessary to perform the work will be provided by the GoC.

9.0 LANGUAGE OF WORK

Please see the language requirements in section 5.0 Personnel Requirement.

10.0 TRAVEL REQUIREMENTS

There are no requirements for travel outside of the National Capital Region.

11.0 APPLICABLE DOCUMENTS

The following document is required to understand the IT Project Gating methodology used within the TBS.

<http://www.tbs-sct.gc.ca/itp-pti/pog-spg/irp-gpgitep/irp-gpgitep01-eng.asp>

12.0 LOCATION OF WORK

Work will be performed on site at TBS offices located in the National Capital Region.

13.0 WORKING HOURS

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

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

APPENDIX 1 OF ANNEX A

TASKING PROCEDURE FOR SERVICES

1. Task Authorization (TA) Initiation

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

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

2. The Contractor's TA Quotation

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

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- 2.2 For each proposed resource the Contractor must supply a resume, the requested security clearance information and must complete the Response Tables at Annex D applicable to the resource Functions identified in the TA. The resumes should demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
- (A) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent Contractors to whom the Contractor would subcontract a portion of the Work. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (B) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of the quotation and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the Contract Period.
 - (C) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (D) For any requirements that specify a particular time period (e.g., two years) of work experience, Canada will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (e.g., the start date and end date).
 - (E) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- 2.3 The quotation must be signed and submitted to the Technical Authority within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
- 3. Assessment**
- 3.1 The qualifications and experience of the proposed resources will be assessed against the requirements set out in the TA Form to determine each proposed resource's compliance with the mandatory and rated criteria identified in Annex D.

-
- 3.2 Canada reserves the right to request references from the Contractor to conduct a reference check to verify the accuracy of the information provided. If reference checks are conducted, Canada will conduct the reference check in writing by e-mail (unless the contact at the reference is only available by telephone). The Contractor will not be responsive to a mandatory requirement, nor will Canada award any points, unless the response is received to an e-mail reference check request within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information evaluated. The mandatory will not be considered met, nor points be allocated, if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will the mandatory be met, nor points be allocated, if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Canada references will be accepted.
- 3.3 During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
- 3.4 Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Additional resources must attain the required minimum score, various percentages depending upon resource or better, for the point rated criteria for the applicable resource category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
- 4. Acceptance**
- 4.1 Once the quotation been accepted by the Technical Authority and the Corporate Services Sector of TBS, the TA Form will be signed by Canada and provided to the Contractor for signature. All TA Forms estimated at \$300,000.00 or less will be approved and signed by the Technical Authority, and the Client Representative who will send a copy of the signed TA to the Contracting Authority. All TA Forms estimated at over \$300,000.00 will be signed by the Technical Authority, the Client Representative and the Contracting Authority.
- 4.2 The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a fully signed TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

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APPENDIX 2 OF ANNEX A

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

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TASK AUTHORIZATION (TA) FORM

CONTRACTOR		CONTRACT NUMBER	
COMMITMENT #		FINANCIAL CODING	
TASK NUMBER		DATE ISSUED	

CONTRACTOR'S SIGNATURE

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

Signature:

7. APPROVAL - SIGNING AUTHORITY

Authorized Individuals:

Technical Authority: _____
Name (type or print)

Administration and Security Directorate, Corporate Services Sector of the Treasury Board Secretariat

Name (type or print)

Contracting Authority ¹: _____
Name (type or print)

Signatures

Technical Authority: _____

Administration and Security Directorate, Corporate Services Sector of the Treasury Board Secretariat

Contracting Authority ¹: _____

¹ Signature required for TAs valued at more than \$300,000.00, GST/HST included.

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

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**APPENDIX 3 TO ANNEX A
CERTIFICATIONS AT THE TA STAGE**

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

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

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

Print name of authorized individual & sign above

Date

CERTIFICATION OF AVAILABILITY AND STATUS OF RESOURCES

2. Availability of Resources

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

Print name of authorized individual & sign above

Date

3. Status of Resources

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

Print name of authorized individual & sign above

Date

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4. Certification of Language - Both Official Languages

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

Print name of authorized individual & sign above

Date

5. Certification of Language - English Essential

The Contractor certifies that the proposed resources in response to the TA is fluent in English the language of Canada. Fluent means that the proposed resources must be able to communicate orally and in writing without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

**APPENDIX 4 OF ANNEX A
NON DISCLOSURE AGREEMENT**

I, _____, recognize that in the course of my work as an employee or subcontractor of _____(the Contractor), I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. 24062-130039/001 between Canada, as represented by the Minister of Public Works and Government Services and the Contractor, including any information that is personal, confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No:24062-130039/001.

Signature

Date

ANNEX B BASIS OF PAYMENT

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

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

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

INITIAL CONTRACT PERIOD:

Initial Contract Period (Date of Contract to)						
	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [CxF]
Business Process Re-Engineering (BPR) Consultant	Level # 2	720	\$		\$	\$
Business Analyst	Level # 3	720	\$		\$	\$
Technical Writer	Level # 2	720	\$		\$	\$
Project Executive	Level # 3	720	\$		\$	\$
Project Co-ordinator	Level # 2	720	\$		\$	\$
Project Manager	Level # 2	720	\$		\$	\$
Project Manager	Level # 3	720	\$		\$	\$
Total Estimated Contract Period Cost:						\$ <TBD>

OPTION PERIODS:

Option Period 1 (XX-XX-201X to XX-XX-201X)

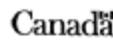
	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [CxF]
Business Process Re-Engineering (BPR) Consultant	Level # 3	240	\$		\$	\$
Business Analyst	Level # 2	240	\$		\$	\$
Technical Writer	Level # 2	240	\$		\$	\$
Project Executive	Level # 2	240	\$		\$	\$
Project Co-ordinator	Level # 2	240	\$		\$	\$
Project Manager	Level # 2	240	\$		\$	\$
Project Manager	Level # 2	240	\$		\$	\$
Total Estimated Option 1 Cost:						\$ <TBD>

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

	(B)	(C*)	(D)	(E)	(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days	SA Per Diem Rate	% Discount	Firm Per Diem Rate	Total Cost [CxF]
Business Process Re-Engineering (BPR) Consultant	Level # 3	240	\$		\$	\$
Business Analyst	Level # 2	240	\$		\$	\$
Technical Writer	Level # 2	240	\$		\$	\$
Project Executive	Level # 2	240	\$		\$	\$
Project Co-ordinator	Level # 2	240	\$		\$	\$
Project Manager	Level # 2	240	\$		\$	\$
Project Manager	Level # 2	240	\$		\$	\$
Total Estimated Option 2 Cost:						\$ <TBD>

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

ANNEX C SECURITY REQUIREMENT CHECKLIST

 Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat EN578-05500-F Security Classification / Classification de sécurité UNCLASSIFIED				
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)					
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE					
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services / Canada		2. Branch or Directorate / Direction générale ou Direction Acquisitions			
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant			
4. Brief Description of Work / Brève description du travail Standing Offer for the provision of Task Based Inherently Professional Services to the Government of Canada					
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out					
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out					
6. Indicate the type of access required / Indiquer le type d'accès requis					
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Out (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)					
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out					
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out					
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					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Canada <input checked="" type="checkbox"/></td> <td style="width: 33%; text-align: center;">NATO / OTAN <input type="checkbox"/></td> <td style="width: 33%; text-align: center;">Foreign / Étranger <input type="checkbox"/></td> </tr> </table>			Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion					
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> 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 checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input checked="" type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÉS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÉS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED <input type="checkbox"/> NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL <input type="checkbox"/> NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÉS SECRET <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÉS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÉS SECRET (SIGINT) <input type="checkbox"/>			
TBS/SC 350-100(2004/12)					
Security Classification / Classification de sécurité UNCLASSIFIED					
					
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PART A (continued) / PARTIE A (suite)

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

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?
Document Number / Numéro du document: No Yes

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 type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	Special comments: Commentaires spéciaux: _____		

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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Government of Canada / Gouvernement du Canada

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EN578-055605-F

Security Classification / Classification de sécurité
UNCLASSIFIED

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required of the supplier's data(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			CLASSIFIED		NATO					COMSEC				
	A	B	G	Secret	TOP SECRET	NATO SECRET	NATO CONFIDENTIAL	NATO SECRET	CONFIDENTIAL	TOP SECRET	SECRET	CONFIDENTIAL	SECRET	TOP SECRET	
Information / Assets / renseignements / biens															
Production															
IT Mode 1 / Niveau 1															
IT Unc 1 / Sans restriction															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No Yes / Oui

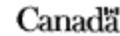
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No Yes / 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).

TBS/SCT 350-100(2004)12

Security Classification / Classification de sécurité
UNCLASSIFIED



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Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat E2479-05605-F
Security Classification / Classification de sécurité UNCLASSIFIED

PART 2 AUTHORITY SIGNATURES / PARTIE 2 SIGNATURES			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres majuscules) Chankaroh, Temwa		Title - Titre Ad Supply Team Leader	Signature <i>Chankaroh Temwa</i>
Telephone No. - N° de téléphone 819-886-1442	Facsimile No. - N° de télécopieur 819-886-2200	E-mail address - Adresse courriel temwa.chankaroh@nrc.gc.ca	Date 02/05/06
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres majuscules) Gautier, Simoso		Title - Titre Security Officer	Signature <i>S. Gautier</i>
Telephone No. - N° de téléphone 819-834-0513	Facsimile No. - N° de télécopieur - 877-956-4315	E-mail address - Adresse courriel simoso.gautier@nrc.gc.ca	Date 12/6/2006
15. Are there additional instructions re: Security Rules, Security Classification or/and attached? Des instructions supplémentaires p. ex. OVA de sécurité, Guide de classification de la sécurité sont-elles jointes?			
<input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Oui			
16. Procurement Office / Agence d'approvisionnement			
Name (print) - Nom (en lettres majuscules)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres majuscules) JACQUES SAUMUR		Title - Titre CONTRACT SECURITY OFFICER	Signature <i>Jacques Saumur</i>
Telephone No. - N° de téléphone 613-946-1732	Facsimile No. - N° de télécopieur 613-946-1762	E-mail address - Adresse courriel JACQUES.SAUMUR@G	Date 16-05-06

PRGSC.GC.CA

TPS/SC 556-100(2004/02)

Security Classification / Classification de sécurité UNCLASSIFIED
--

Canada

ANNEX D

BID/CONTRACT EVALUATION CRITERIA

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

Instructions

1. The Bidder/Contractor must obtain a pass mark of 70% which equates to 416.5 points out of a maximum of 595 points under the overall Rated Resource Evaluation Criteria.
2. Each individual resource must meet a minimum pass mark of 70% under the Rated Resource Evaluation Criteria.
3. All Resource Evaluation tables must be filled out completely.
4. All criteria under Mandatory Resource Evaluation Criteria will be evaluated on a pass/fail (Met / Not Met) basis.
5. Mandatory Experience will be measured by details provided in the résumés.
6. All criteria under Rated Resource Evaluation Criteria will be evaluated as follows:
 - a) Enter a response in the response column that corresponds to the Rated Resource Evaluation Criteria to the left.
 - b) Point award methodology: Points will be awarded for demonstrated experience for each of the rated resource evaluation criteria as noted based upon details provided in the résumés. Maximum points are as noted.
7. When completing the resource grids, the specific information, which demonstrates the requested criteria and reference to the page number of the resume, should be incorporated so that the evaluator can verify this information. It is not acceptable that the tables should contain all the project information from the resume. Only the specific answer should be provided.
8. Each project or months of experience provided must include the following information:
 - a) Client Organization Name.
 - b) Project description including objective, scope and outcome of the project.
 - c) Project duration, including start and end dates (months and years) and number of months.
 - d) Role, responsibility including a list of tasks and an overview of the process performed by the resource (i.e. what was done and how was this accomplished).

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

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

Definitions Guide:

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

Demonstrate: is the process of describing, explaining, or illustrating by examples how a resource meets each criterion.

Business process re-engineering: is defined as a systematic, disciplined improvement approach that critically examines, rethinks, and redesigns mission-delivery processes in order to achieve dramatic improvements in performance in areas important to customers and stakeholders.

Reference is available at <http://www.gao.gov/special.pubs/bprag/bprag.pdf>

Business requirements: are defined as what must be delivered to provide value to an organization in the context of implementing and/or developing products, systems, software or processes.

A business case: is a document that captures the reasoning for initiating a project. It usually emphasizes a value proposition and/or Return on Investment (ROI).

Business procedures and methods: is a collection of related, structured activities or tasks that produce a specific service or product for a particular customer or customers.

Database content: could be in the form of graphics, reports scripts, tables, text, etc., representing almost every kind of information.

Application subsystems: is a group of interconnected and interactive parts that performs an important job or task as a component of a larger system.

Documenting: refers to designing, writing, and developing business requirements using MS office 2003, 2007 or 2010.

Help Text: is defined as basic information about using a product.

User Manual(s): is a document intended to give assistance to people using a particular system.

Technical documentation: describes specification and requirements for the product to function as designed.

Web page content: is the information that makes up a website. This could be words (text), pictures, images or sounds.

Large Projects: is defined as a project over \$ 1M involving at least 5 project stakeholders and at least 2 different corporate business units and requiring risk management including factors such as stakeholder commitment, project visibility, financial or time pressures.

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Project Co-ordination: is defined as planning and co-ordinating administrative activities in order to support one or more project teams.

Requirements Analysis: is the requirements, planning and management, including assessing changes for feasibility and impacts, liaising with the client and prioritizing changes for implementation.

Information Management/Information Technology (IM/IT) Environment: refers to the management of business information supported by technology sources or systems, the reconciliation of that information to one of more sources or systems, and the organization of and control over the data structure, processing, and delivery of information. It involves the business users having a stake in or right to that information for the purposes of decision making, analysis, and reporting.

Business Transformation Projects: are projects that have, as an objective, the transformation of the existing business processes to new processes that are more efficient and/or more effective. Experience with Business Transformation Projects may include, but is not limited to, developing strategies and plans, defining business and systems requirements, conducting organizational readiness assessments and coordinating transition activities.

Transition: are activities that address the requirement to transition an organization from its current 'as-is' state to the 'to-be' state. These activities focus on the development of strategies and plans, including integrated training, HR transition, business process readiness, data and systems conversion/interchange support, and to-be process adoption.

IM/IT Data Exchange and Reporting Protocol: the process of sending and receiving data between two parties in such a manner that the information content or meaning assigned to the data is not altered during the transmission. The data structure definitions enable reporting capabilities.

Information Management/Information Technology (IM/IT) Requirements: refer to the business information (data) outcomes supporting business requirements, business drivers and/or business needs. They give direction to the specific functions that systems may perform.

Resource Qualification Requirements

1.0 Mandatory Resource Evaluation Criteria:

1.1 Business Process Re-engineering Consultant – Level 2

The Bidder/Contractor must demonstrate that the proposed Business Process Re-engineering Consultant – Level 2 has the following minimum experience:

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	The proposed resource must have a minimum of sixty (60) months demonstrated experience in business process re-engineering within the last ninety six (96) months.			
M2	The proposed resource must have a minimum of sixty (60) months demonstrated experience in writing model processes using Business Process Modeling Notation (BPMN)* or Unified Modeling Language (UML)** notation, within the last ninety (90) months. *BPMN Reference is available at http://www.bpmn.org/ **UML Reference is available at http://www.uml.org/			

1.2 Business Analyst – Level 3

The Bidder/Contractor must demonstrate that the proposed Business Analyst – Level 3 has the following minimum experience:

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	The proposed resources must have a minimum of hundred and twenty (120) months demonstrated experience writing business requirements and business cases.			
M2	The proposed resources must have a minimum sixty (60) months demonstrated experience in the last ninety-six (96) months performing the following tasks: <ol style="list-style-type: none"> 1. Evaluating existing business procedures and methods; and 2. Identifying and documenting any of the following items: <ul style="list-style-type: none"> • Database content • Application subsystems 			
M3	The proposed resources must have a minimum sixty (60) months demonstrated experience in the last ninety-six (96) months developing presentation documents in an MS-Office software, e.g. MS-Word or MS-Powerpoint to enable effective communication of business requirements to clients and senior management.			

1.3 Technical Writer – Level 2

The Bidder/Contractor must demonstrate that the proposed Technical Writer – Level 2 has the following minimum experience:

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	<p>The proposed resource must have a minimum twenty-four (24) months demonstrated experience in the last sixty (60) months in any of the following tasks:</p> <ol style="list-style-type: none"> 1) documenting help text using Microsoft Office 2003, or 2007 or 2010; or 2) documenting user manuals using Microsoft Office 2003, or 2007 or 2010; or 3) documenting technical documentation using Microsoft Office 2003, or 2007 or 2010; or 4) documenting web page content using Microsoft Office 2003, or 2007 or 2010. 			

1.4 Project Executive – Level 3

The Bidder/Contractor must demonstrate that the proposed Project Executive – Level 3 has the following minimum experience:

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	The proposed resource must have a minimum one-hundred and twenty (120) months demonstrated experience in managing at least three (3) large projects* simultaneously in the Information Management (IM)/Information Technology (IT) sector.			
M2	The proposed resource must have a minimum one-hundred and twenty (120) months demonstrated experience managing at least two (2) project managers, each responsible for an element of the project and its associated project team of at least 5 team members.			

1.5 Project Co-ordinator – Level 3

The Bidder/Contractor must demonstrate that the proposed Project Co-ordinator – Level 3 has the following minimum experience:

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	<p>The proposed resource must have a minimum one hundred and twenty (120) months demonstrated experience performing project coordination related tasks assisting project managers, technical users and end users in a Project Delivery Office*.</p> <p>*Project Delivery office is defined as a delivery of the IM/IT component of various TBS sector initiatives that are defined as projects (an IM/IT related project is a project that has an IT component that is critical to achieving the intended business outcomes). See SOW section 1.0, 2.0, 3.0 and 4.0.</p>			
M2	<p>The proposed resource must have a minimum of sixty (60) months demonstrated experience in the last ninety-six (96) months developing and revising documents using Microsoft Office 2003, or 2007 or 2010, and Microsoft Project Professional 2003, or 2007, or 2010.</p>			

1.6 Project Manager – Level 2

The Bidder/Contractor must demonstrate that the proposed Project Manager – Level 2 has the following minimum experience:

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	The proposed resources must have a minimum sixty (60) months in the last ninety-six (96) months demonstrated experience as a project manager performing project management tasks related to the list in the Statement of Work at Annex A for the Project Manager – Level 2, in the Information Management (IM)/Information Technology (IT) sector. Must demonstrate, as a minimum six (6) of the nine (9) tasks described above.			

1.7 Project Manager – Level 3

The Bidder/Contractor must demonstrate that the proposed Project Manager – Level 3 has the following minimum experience:

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	The proposed resource must have a minimum ninety-six (96) months in the last one hundred and forty-four (144) months demonstrated experience as a project manager performing project management tasks related to the list in the Statement of Work at Annex A for the Project Manager – Level 3, in the Information Management (IM)/Information Technology (IT) sector. Must demonstrate, as a minimum six (6) of the nine (9) tasks described above.			
M2	The proposed resource shall have a minimum ninety-six (96) months demonstrated experience managing at least five (5) project team members, each responsible for a different activity of the project.			

2.0 Mandatory Corporate Criteria

#	Mandatory Criteria	Bidder's Response		
		Demonstrated Experience (Bidders to insert Data)	Insert page # of Resume	Met/ Not Met
M1	<p>The Bidder must demonstrate they have provided the services similar in scope as those described in the Statement of Work at Annex A by providing two (2) Corporate Project References related to the provision of IM/IT Professional Services resources on and for the development and implementation of client application systems.</p> <p>For each Corporate Project Reference, the Bidder's contract must have had:</p> <p>a) A single contract with a single client (may have included multiple TAs under a single contract);</p> <p>b) A total minimum contract value of \$1,000,000 (Cdn)*;</p> <p>c) A minimum contract period of six months;</p> <p>d) Completed in the last five years or has been ongoing for a minimum of six months (as of RFP close date); and</p> <p>e) Included resources in at least four of the resource categories (or equivalent) listed in this Statement of Work who delivered professional services in an application development or application support environment.</p>			

	<p>Bidders must include, as a minimum, for each project submitted:</p> <ol style="list-style-type: none"> 1. a project description 2. the name of the client organization 3. the start and end date of the contract (mm-yyyy to mm-yyyy) 4. contract value (value of contract awarded) 5. Number of resources authorized on contract and their categories, description of role and activities performed by each resource 6. Client reference (name, title, email) <p>*Value includes initial contract cost plus any subsequent amendments, including all task-authorizations issued and taxes</p>			
M2	<p>The Bidder must provide a detailed Human Resources (HR) Plan demonstrating how it will effectively support the “as-and-when-requested” nature of the work. This plan must include a mitigation strategy demonstrating the approach and the measures the bidder will undertake to ensure its ability to propose fully qualified resources to within 10 working days of receipt of a TA. The mitigation strategy must include current corporate processes as well as specific measures the bidder proposes to implement in order to manage this contract.</p>			

3.0 Rated Resource Evaluation Criteria:

3.1 Business Process Re-engineering (BPR) Consultant – Level 2

The Bidder/Contractor should demonstrate that the proposed Business Process Re-engineering – Level 2 have the following experience:

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	<p>The Bidder should demonstrate that the proposed Business Process Re-engineering (BRP) Consultant – Level II holds a degree or diploma from a Canadian recognized post-secondary institute.</p> <p>* Foreign credentials must be assessed by a Canadian official credential assessment agency, educational institution and/or regulatory body</p> <p>Copy of Certification to be provided with the bid. If a copy is not provided, points will not be awarded.</p>	<p>20 points</p>		
R2	<p>The bidder should demonstrate that the proposed Business Process Re-engineering (BPR) Consultant – Level II has experience defining Business Transformation process re-engineering strategies*.</p> <p>*Business transformation re-engineering strategies Reference is available at</p>	<p>20 points</p> <p>Up to 5 points per project in accordance with the scales below.</p> <p>5 points: Over 60 months of demonstrated experience</p>		

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<p>http://en.wikipedia.org/wiki/Business_process_reengineering</p> <p>The bidder should provide up to four (4) written project summaries.</p>	<p>4 points: 49 months to 60 months of experience</p> <p>3 points: 25 months to 48 months of experience</p> <p>2 points: 13 months to 24 months of experience</p> <p>0 points: 12 months experience or less.</p>		
Maximum Technical Points	40		
Minimum Pass Mark (70%)	28		
Bidder's Technical Score	/40		

3.2 Business Analyst – Level 3

The Bidder/Contractor should demonstrate that the proposed Business Analyst – Level 3 have the following experience:

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	<p>The Bidder should demonstrate that the proposed Business Analyst – Level III has at least one (1) of the following Business Analysis Certifications:</p> <ul style="list-style-type: none"> • International Institute of Business Analysis (IIBA) • Certified Business Analysis Professional (CBAP) <p>Copy of Certification to be provided with the bid. If a copy is not provided, points will not be awarded.</p>	<p>20 points</p> <p>Demonstrates by providing a copy of a IIBA, or CBAP certification</p> <p>OR</p> <p>Demonstrates by providing a copy of a certification or validation from institution for formal training courses related to Business Analysis as follows:</p> <p>15 points: Over 30 course hours</p> <p>10 points: 16 to 29 course hours</p> <p>5 points: 15 course hours or less</p> <p>0 points: no course hours demonstrated</p>		
R2	<p>The Bidder should demonstrate that each proposed Business Analyst – Level II has experience writing any of the following:</p>	<p>50 points</p> <p>Up to 10 points per project in accordance with the scales below.</p>		

	<ul style="list-style-type: none"> • Unified Modeling Language (UML) Use-cases, or • BPMN for requirements definition, functional design, testing and traceability. <p>The bidder should provide up to five (5) written project summaries</p>	<p>10 points: Over 24 months of demonstrated experience</p> <p>8 points: 19 months to 24 months of experience</p> <p>6 points: 11 months to 18 months of experience</p> <p>4 points: 6 months to 10 months of experience</p> <p>0 points: less than 6 months of experience</p>		
R3	<p>The Bidder should demonstrate that each proposed Business Analyst – Level II has experience defining and documenting interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems.</p> <p>The bidder must provide up to five (5) written project which include at a minimum.</p> <p>Duration must be at least six (6) months per project.</p>	<p>50 points</p> <p>Up to 10 points per project in accordance with the scales below.</p> <p>10 points: Over 24 months of demonstrated experience</p> <p>8 points: 19 months to 24 months of experience</p> <p>6 points: 11 months to 18 months of experience</p> <p>4 points: 6 months to 10 months of experience</p> <p>0 points: less than 6 months of experience</p>		

R4	<p>The Bidder should demonstrate that each proposed Business Analyst – Level II has experience in conducting requirements analysis.</p> <p>The bidder should provide up to five (5) written project</p>	<p style="text-align: center;">25 Points</p> <p>Up to 5 points per project in accordance with the scales below.</p> <p>5 points: Over 60 months of demonstrated experience</p> <p>4 points: 49 months to 60 months of experience</p> <p>3 points: 25 months to 48 months of experience</p> <p>2 points: 12 months to 24 months of experience</p> <p>0 points: less than 12 months of experience.</p>		
Maximum Technical Points	145			
Minimum Pass Mark (70%)	102			
Bidder's Technical Score	/145			

3.3 Technical Writer – Level 2

The Bidder/Contractor should demonstrate that the proposed Technical Writer – Level 2 have the following experience:

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	<p>The Bidder should demonstrate that the proposed Technical Writer – Level II has experience in producing and presenting visual and audio materials in clear language.</p> <p>The bidder should provide up to four (4) written project</p>	<p>20 points</p> <p>Up to 5 points per project in accordance with the scales below.</p> <p>5 points: Over 24 months of demonstrated experience</p> <p>4 points: 19 months to 24 months of experience</p> <p>3 points: 11 months to 18 months of experience</p> <p>2 points: 6 months to 11 months of experience</p> <p>0 points: less than 6 months of experience.</p>		
R2	<p>The Bidder should demonstrate that the proposed Technical Writer – Level II has experience in analyzing and solving problems, and troubleshooting (examining documentation from the user's point of view and</p>	<p>20 points</p> <p>Up to 5 points per project in accordance with the scales below.</p>		

	<p>ensuring that it anticipates any questions or concerns they may have).</p> <p>The bidder should provide up to four (4) written project</p>	<p>5 points: Over 24 months of demonstrated experience</p> <p>4 points: 19 months to 24 months of experience</p> <p>3 points: 11 months to 18 months of experience</p> <p>2 points: 7 months to 10 months of experience</p> <p>0 points: less than 7 months of experience.</p>		
R3	<p>The Bidder should demonstrate that the proposed Technical Writer – Level II has a Technical Writing Certification or Diploma.</p> <p>Copy of Certification to be provided with the bid. If a copy is not provided, points will not be awarded.</p>	<p>20 points</p> <p>Demonstrated by providing a copy of a certification or diploma.</p>		
	Maximum Technical Points	60		
	Minimum Pass Mark (70%)	42		
	Bidder's Technical Score	/60		

3.4 Project Executive – Level 3

The Bidder/Contractor should demonstrate that the proposed Project Executive – Level 3 have the following experience:

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	<p>The Bidder should demonstrate that the proposed Project Executive – Level III holds a degree or diploma from a Canadian recognized* post-secondary institute.</p> <p>* Foreign credentials must be assessed by a Canadian official credential assessment agency, educational institution and/or regulatory body</p> <p>Copy of Certification to be provided with the bid. If a copy is not provided, points will not be awarded.</p>	20 points		
R2	<p>The Bidder should demonstrate that each proposed Project Executive – Level III holds:</p> <ul style="list-style-type: none"> • a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI) <p>Copy of Certification to be provided with the bid. If a copy is not provided, points will not be awarded.</p>	20 points		

R3	<p>The Bidder should demonstrate that the proposed Project Executive – Level III has experience in communicating, as a minimum verbally, ie. through teleconference or video conference or on-site meetings, and written memos, to Federal government department senior personnel: Senior Director, Assistant Deputy Minister (ADM) and Chief Information Officer (CIO).</p> <p>The bidder should provide up to five (5) written project</p>	<p style="text-align: center;">50 points</p> <p>Up to 10 points per project in accordance with the scales below.</p> <p>10 points: Over 60 months of demonstrated experience</p> <p>8 points: 49 months to 60 months of experience</p> <p>6 points: 25 months to 48 months of experience</p> <p>4 points: 13 months to 24 months of experience</p> <p>0 points: 12 months or less of experience.</p>		
Maximum Technical Points	90			
Minimum Pass Mark (70%)	63			
Bidder's Technical Score	/90			

3.5 Project Co-ordinator – Level 3

The Bidder/Contractor should demonstrate that the proposed Project Co-ordinator – Level 2 have the following experience:

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	<p>The Bidder should demonstrate that the proposed Project Coordinator – Level III has experience in all of the following:</p> <ul style="list-style-type: none"> • Planning, coordinating, and scheduling meetings • Preparing contractual and budget documentation for the purpose of submitting to the Procurement and Contracting unit <p>The bidder should provide up to four (4) written project summaries</p>	<p>20 points</p> <p>Up to 5 points per project in accordance with the scales below.</p> <p>5 points: Over 60 months of demonstrated experience</p> <p>4 points: 49 months to 60 months of experience</p> <p>3 points: 26 months to 48 months of experience</p> <p>2 points: 13 months to 25 months of experience</p> <p>0 points: 12 months or less of experience.</p>		
R2	<p>The Bidder should demonstrate that the proposed Project Coordinator - Level III has experience performing project coordination tasks related to the list in the Statement of Work at Annex A for the Project Coordinator</p>	<p>20 points</p> <p>Up to 5 points per project in accordance with the scales below.</p>		

	<p>- Level III, in the Information Management Technology sector. Must demonstrate, as a minimum four (4) of the six (6) tasks described above.</p> <p>The bidder should provide up to four (4) written project summaries.</p>	<p>5 points: Over 60 months of demonstrated experience</p> <p>4 points: 49 months to 60 months of experience</p> <p>3 points: 26 months to 48 months of experience</p> <p>2 points: 13 months to 25 months of experience</p> <p>0 points: 12 months or less of experience.</p>		
Maximum Technical Points	40			
Minimum Pass Mark (70%)	28			
Bidder's Technical Score	/40			

3.6 Project Manager – Level 2

The Bidder/Contractor should demonstrate that the proposed Project Manager – Level 2 have the following experience:

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	<p>The Bidder should demonstrate that each proposed Project Manager – Level II holds:</p> <ul style="list-style-type: none"> a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI) <p>Copy of Certification to be provided with the bid. If a copy is not provided, points will not be awarded.</p>	<p>20 points</p>		
R2	<p>The Bidder should demonstrate that each proposed Project Manager – Level II has managed IM/IT Projects involving at least 4 of the following elements within the last one-hundred and twenty (120) months:</p> <ul style="list-style-type: none"> Scope; Time; Cost; Quality; Human resources; Communications; Risk; 	<p>50 points</p> <p>Up to 10 points per project in accordance with the scales below.</p> <p>Demonstrates 5 projects = 10 points</p> <p>Demonstrates 4 projects = 8 points</p> <p>Demonstrates 3 projects = 6 points</p> <p>Demonstrates 2 projects = 4 points</p>		

<ul style="list-style-type: none"> • Procurement. <p>The bidder should provide up to five (5) written project*</p> <p>* Each project must have a duration of at least six (6) months</p>	<p>Demonstrates 1 project = 2 points</p> <p>0 projects demonstrated = 0 points</p>		
Maximum Technical Points	70		
Minimum Pass Mark (70%)	49		
Bidder's Technical Score	/70		

3.7 Project Manager – Level 3

The Bidder/Contractor should demonstrate that the proposed Project Manager – Level 3 have the following experience:

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	<p>The Bidder should demonstrate that each proposed Project Executive – Level III holds:</p> <ul style="list-style-type: none"> • a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI) <p>Copy of Certification to be provided with the bid. If a copy is not provided, points will not be awarded.</p>	20 points		

R2	<p>The Bidder should demonstrate that each proposed Project Manager – Level III has managed IM/IT Projects involving at least 7 of the following elements within the last one-hundred and twenty (120) months:</p> <ul style="list-style-type: none"> • Scope; • Time; • Cost; • Quality; • Human resources; • Communications; • Risk; • Procurement. <p>The bidder should provide up to five (5) written project*</p> <p>* Each project must have a duration of at least six (6) months</p>	<p>50 points</p> <p>Up to 10 points per project in accordance with the scales below.</p> <p>Demonstrates 5 projects = 10 points</p> <p>Demonstrates 4 projects = 8 points</p> <p>Demonstrates 3 projects = 6 points</p> <p>Demonstrates 2 projects = 4 points</p> <p>Demonstrates 1 project = 2 points</p> <p>0 projects demonstrated = 0 points</p>		
R3	<p>The Bidder should demonstrate that each proposed Project Manager - Level III has experience in the last one-hundred and twenty (120) months, facilitating meetings at the senior management* level including project status/financial reporting, risk management and presentation to obtain client approvals. The Bidder should provide up to five (5) written projects**.</p> <p>*Senior management is defined as Director level and above.</p> <p>**Each project must have a duration of at least six (6) months.</p>	<p>50 points</p> <p>Up to 10 points per project in accordance with the scales below.</p> <p>Demonstrates 5 projects = 10 points</p> <p>Demonstrates 4 projects = 8 points</p> <p>Demonstrates 3 projects = 6 points</p> <p>Demonstrates 2 projects = 4 points</p> <p>Demonstrates 1 project = 2 points</p> <p>0 projects demonstrated = 0 points</p>		
	Maximum Technical Points	120		
	Minimum Pass Mark (70%)	84		
	Bidder's Technical Score	/120		

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4.0 Rated Corporate Evaluation Criteria

#	Rated Criteria	Maximum Points	Bidder's Response	
			Demonstrated Experience (Bidder's to insert data)	Insert Page # of Resume Bidder to insert self-rating
R1	<p>The client was a Federal or Provincial Government of Canada entity.</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> If clients were/are a Federal or Provincial department or agency as defined under Schedules I, I.1 and II of the Financial Administration Act (R.S.C. 1985 C. F-11), award 15 points per project; or If a Crown Corporation as defined under Schedule III of the Financial Administration Act (R.S.C. 1985 C. F-11), award 7 points per project. 	30 points		
Maximum Technical Points		30		
Minimum Pass Mark (70%)		21		
Bidder's Technical Score		/30		

Notes:

- The reference project(s) may have been contracted with the Bidder, its parent or subsidiary. The reference project may not have been contracted with the Bidder's subcontractor or affiliate.
- The reference project(s) contacts must be employees of the originating client organization. The contact may not be an employee or sub-contractor of the Bidder's affiliate, prime contractor or other entity that does not deal at arm's length with the Bidder.

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3. Crown reference projects will be accepted.
4. For the purposes of this RFP, the Government of Canada is not considered a single client. An individual department, agency or Crown Corporation would be considered a single client.
5. For the purposes of this RFP, the cumulative total value of multiple TAs under a contract with a single client is considered a single contract. The cumulative total value of multiple TAs, for multiple clients (i.e. departments) under a contract or Supply Arrangement with the Government of Canada is not considered a single contract.