

**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 PROFESSIONAL SERV. CONTRACT - TBIPS	
Solicitation No. - N° de l'invitation 21120-147619/A	Date 2013-08-26
Client Reference No. - N° de référence du client 21120-147619	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZM-379-26354	
File No. - N° de dossier 379zm.21120-147619	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-17	
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: Croucher, Dennis	Buyer Id - Id de l'acheteur 379zm
Telephone No. - N° de téléphone (819) 956-1195 ()	FAX No. - N° de FAX (819) 956-1207
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 340 LAURIER AVE W. ATTN: KATHY LAVIGNE OTTAWA Ontario K1A0P9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Informatics Professional Services Division / Division des
services professionnels en informatique

11 Laurier St., / 11, rue Laurier

3C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

BID SOLICITATION

FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED IN INFORMATICS PROFESSIONAL SERVICES (TBIPS)

I.2 DATABASE ADMINISTRATOR - LEVEL 3

I.3 DATABASE ANALYST / IM ADMINISTRATOR - LEVEL 3

I.4 DATABASE MODELER / IM MODELER - LEVEL 3

I.9 SYSTEM ADMINISTRATOR - LEVEL 3

FOR

CORRECTIONAL SERVICE CANADA

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List of Annexes to the Resulting Contract:

Annex A Statement of Work

Appendix A to Annex A - Tasking Assessment Procedure

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

Appendix C to Annex A - Resources Assessment Criteria and Response Table

Appendix D to Annex A - Certifications at the TA stage

Annex B Basis of Payment

Annex C Security Requirements Check List

Annex D Bid Evaluation Criteria

Annex E Bid Submission Form

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BID SOLICITATION

FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED IN INFORMATICS PROFESSIONAL SERVICES (TBIPS)

I.2 DATABASE ADMINISTRATOR- LEVEL 3

I.3 DATABASE ANALYST / IM ADMINISTRATOR - LEVEL 3

I.4 DATABASE MODELER / IM MODELER - LEVEL 3

I.8 SYSTEM ADMINISTRATOR - LEVEL 3

FOR

CORRECTIONAL SERVICE CANADA

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to this bid solicitation #21120-147619/A. It is divided into seven parts plus annexes and attachments as follows:

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

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

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of Correctional Service Canada (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.

- (a) It is intended to result in the award of one contract, for one year plus two one-year irrevocable options allowing Canada to extend the term of the contract.
- (b) 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://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- (c) 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 (CCoFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- (d) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/E series of SAs are eligible to compete. The TBIPS SA EN578-055605/E 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.
- (e) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-055605/E as that joint venture at the time of bid closing in order to submit a bid.
- (f) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "B":

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
DATABASE ADMINISTRATOR	Level 3	5
DATABASE ANALYST / IM ADMINISTRATOR	Level 3	2
DATABASE MODELER / IM MODELER	Level 3	3
SYSTEM ADMINISTRATOR MIDDLE TIER	Level 3	2

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1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-11-19) 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.

The text under subsections 4 and 5 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

- 4 Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
- 5 Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals aforementioned list within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and at the PWGSC address indicated at the top right hand corner of page one of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted

2.3 Enquiries - Bid Solicitation

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

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2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

Note to Bidders: 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. *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

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

2.6 Volumetric Data

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (4 hard copies) and one soft copy on CD,
- (ii) Section II: Financial Bid (1 hard copy) and one soft copy on CD,
- (iii) Section III: Certifications not included in the Technical Bid (1 hard copy)

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

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

- (b) **Format for Bid:** 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) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.htm>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

- (d) **Submission of Only One Bid from a Bidding Group:**

- (i) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- (ii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;

- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(e) **Joint Venture Experience:**

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

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

3.2 Section I: Technical Bid

The technical bid consists of the following:

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

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

If the Bidder has not included the security information in its bid, 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.

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Annex D, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that

the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Annex D, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (iv) **For Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.
- (v) **For Proposed Resources:** The technical bid must include the number of résumés, per Resource Category, as identified in Annex D. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be 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 dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), 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. 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.

- (vi) **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, if requested by Canada, the information required by Annex D. 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.
- (vii) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

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. Unless otherwise indicated, 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.
- (b) **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- (i) the rate bid must not increase by more than 5% from one time period to the next, and
 - (ii) the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (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 periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (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.

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3.4 Section III: Certifications

Bidders must submit the certifications as required under Part 5 that have not been included in the Technical Bid.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
- (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at PWGSC in Gatineau, Québec.
 - (iii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in its bid; or
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - (iv) **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. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment Annex D - Bid 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

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bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex D - Bid Evaluation Criteria.

(c) **Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within five working days of the date that Canada's email was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (v) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

(d) **Number of Resources Evaluated:**

Only a certain number of resources per Resource Category will be evaluated as part of this bid solicitation as identified in Annex D. Additional resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix C of Annex A.

4.3 Financial Evaluation

- (a) **Calculation of Total Bid Price:** The financial evaluation will be conducted by calculating the Total Bid Price using the pricing tables completed by the bidders. The Total Bid Price will be determined for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) (or the Lower Median Band Limit, whichever is higher) with the estimated number of days of work for each period, for all the Resource Categories stated in Annex B - Basis of Payment. The sum of such rates will constitute the Total Bid Price for that Bidder.

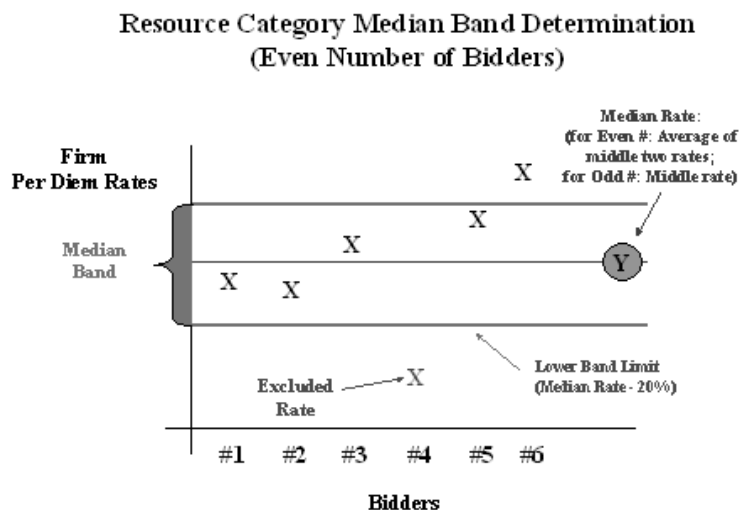
(b) **Firm Per Diem Median Rate Evaluation Method**

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

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

(ii) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual resource a median rate will be determined for each Resource Category. A median will be used to calculate a median band against which each Bidder's per diem rate will be established for the Initial Contract Period, and another median will be established for each of the option period(s). For each Resource Category, the median band will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the median rate to a value of minus (-) 20% of the median. The Lower Median Band Limit for each Resource Category is set at 80% of the median. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Median Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Lower Median Band Limit for that Resource Category.

(iii) **Example:** The following diagram is a representation of the calculation of the median band for a single Resource Category. This diagram identifies the median band and the included and excluded resource per diem rates.



In this example Resource Category using the firm per diem median rate calculation approach, if the median rate identified as (Y) is \$591.50, then the median band limit would be minus (-) 20% of \$591.50, or \$473.20. The figure \$473.20 would be the Lower Median Band Limit for this Resource Category.

If a Bidder quotes a firm per diem rate for this Resource Category that is lower than \$473.20, the per diem rate of \$473.20 will be used to evaluate that Bidder's bid for this Resource Category.

If that Bidder quoted a firm per diem rate of \$400.00 for that Resource Category, and it is determined to be the winning Contractor, the firm per diem rate of \$400.00 which was quoted originally by the Bidder will be included in the resulting contract.

(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 bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a 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 for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

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, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

(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 obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive. The responsive bid with the lowest Price-Per-Point will be

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recommended for award of a contract. To calculate the lowest Price-Per-Point, the following formula will be used:

$$\frac{\text{Total Bid Price}}{\text{Total points obtain by the Bidder}} = \text{Price-Per-Point obtained by the Bidder}$$

- (b) Calculation of Final Technical Score: the corporate technical score will constitute 50% of the final technical score and the resources technical score will constitute 50% of the final technical score:

$$\begin{aligned} & \text{CORPORATE TECHNICAL SCORE: } 500 \times (\text{Corporate score} \div 160) \\ + & \text{RESOURCES TECHNICAL SCORE: } 500 \times (\text{total Resources score} \div 865) \\ = & \text{FINAL TECHNICAL SCORE (out of 1000 points)} \end{aligned}$$

- (c) One contract may be awarded in total as a result of this bid solicitation.
- (d) 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.
- (e) If more than one Bidder is ranked first because of identical overall scores, then the Bidder with the highest Technical Score will become the top-ranked Bidder.

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.

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.

5.1 Federal Contractors Program - Certification

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

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

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

5.2 Former Public Servant Certification

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as

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part of the published proactive disclosure reports in accordance with Contracting Policy Notice 2012-2 and the Guidelines on Proactive Disclosure of Contracts.

- (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.

5.3 Professional Services Resources

- (a) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid 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.
- (b) 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.
- (c) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

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

6.2 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture Bidder, each member of the joint venture must meet the financial capability requirements

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes providing professional services as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is Correctional Service 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. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (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. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 Task Authorization

- (a) **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A,B, C and D of Annex A.
- (c) **Form and Content of Task Authorization:**
- (i) The Project Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex A.
 - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information, if applicable:
 - (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;
 - (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);

- (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days of effort required;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the level of security clearance required of resources;
 - (L) 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
 - (M) any other constraints that might affect the completion of the task.
- (d) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Project Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- (e) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, a TA must include the following signature(s):
- (N) for any TA with a value less than or equal to \$200,000.00 (including GST/HST), the TA must be signed by the Project Authority; and
 - (B) for any TA with a value greater than this amount, a TA must be signed by the Project Authority and the Contracting Authority.
- Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.
- (f) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a "*quarterly basis*" to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
 - (ii) The quarterly periods are defined as follows:
 - (A) April 1 to June 30;
 - (B) July 1 to September 30;
 - (C) October 1 to December 31; and

(D) January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as amended):

- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of the task;
- (C) the name, Resource category and level of each resource involved in performing the TA, as applicable;
- (D) the total estimated cost specified in the TA (GST or HST extra);
- (E) the total amount (GST or HST extra) expended to date;
- (F) the start and completion date; and
- (G) the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued TAs (as amended):

- (A) the amount (GST or HST extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
- (B) the total amount, GST or HST extra, expended to date against all validly issued TA's.

(g) **Refusal of Task Authorizations:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

(h) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.3 Minimum Work Guarantee

(a) In this clause,

- (i) **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding GST/HST); and
- (ii) **"Minimum Contract Value"** means 5 % of the Maximum Contract Value on the date the contract is first issued.

(b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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- (c) In the event that 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 total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
- (i) for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

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 (2013-03-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Article 30 - Termination for Convenience, of General Conditions 2035, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

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

7.5 Security Requirement

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #EN578-055605 - AMENDMENT 2

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

7.6 Contract Period

- (a) **Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends one year(s) later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor 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.

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7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Dennis Croucher
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Informatics and Telecommunications Systems Procurement Directorate
Address: 11 Laurier St., Gatineau, Québec
Telephone: (819) 956-1195
Facsimile: (819) 956-5078
E-mail address: Dennis.Croucher@pwgsc-tpsgc.gc.ca

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

(b) Project Authority

The Project Authority for the Contract is:

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

The Project 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 Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) Contractor's Representative

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

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 a validly issued 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.

Estimated Cost: \$ _____

(ii) **Pre-Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

(iii) **Stand-by and Call-back:**

(a) **Stand-by:**

When on a period of stand-by pre-authorized by the Client, the Contractor will receive a minimum of one half-hour ($\frac{1}{2}$) hour pay for every four (4) hour period, or portion thereof, at the firm hourly rate calculated in accordance with subparagraph (d) below.

Contractor personnel designated for stand-by must be available during the period of stand-by at a known telephone number to be provided by the Contractor at no additional cost to Canada and be able to return to work as soon as possible if called. No stand-by payment must be granted if the Contractor is unable to report for work when requested.

(b) **Call-back:**

If the Contractor is called back to a work site by the Client, whether or not during a pre-authorized stand-by period, the Contractor will be entitled, in addition to stand-by pay, where applicable, to the greater of:

- (A) Either a minimum of three (3) hours pay at the firm hourly rate calculated in accordance with subparagraph (d) below; except that this minimum must only apply once during a period of eight (8) hours of stand-by; OR
- (B) If the effort expended on call-back exceeds three (3) hours, payment for the actual number of hours incurred at the firm hourly rate calculated in accordance with subparagraph (d) below.

(c) **Scheduled Non-Contiguous Extended Hours:**

If the Contractor is given instructions to work non-contiguous additional hours outside the normal working hours or on weekends and works such time, the Contractor must be paid for the time actually worked, or a minimum of two (2) hours pay, whichever is greater, at the firm hourly rate calculated in accordance with with subparagraph (d) below.

(d) **Firm Hourly Rate:**

The firm hourly rate for stand-by and call-back will be in accordance with the firm per diem rates specified in the Basis of Payment and will be calculated as follows:

Firm Per Diem Rate for applicable resource category divided by 7.5 hours

(iv) **GST/HST:** Estimated Cost: \$ _____

(v) **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.

(vi) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories 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 the Contractor does not respond or refuses 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 or in part or chooses to exercise any of the rights provided to it under

the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- (vii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (b) **Limitation of Expenditure** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any applicable GST or HST. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (i) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
- (A) it is 75 percent committed, or
- (B) 4 months before the Contract expiry date, or
- (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- (ii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- (c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the Work described in the TA, all of which is required to be performed for the maximum TA price. If the Work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- (d) **Time Verification**
- Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.
- (e) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed,

Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

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

7.9 Invoicing Instructions

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

7.10 Certifications

- (a) Compliance with the certifications provided by the Contractor in its bid or any TA quotation 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 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 the province of Ontario.

7.12 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
- (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
- (ii) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2013-03-21), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work - including its Appendices as follows:
- (i) Appendix A to Annex A - Tasking Assessment Procedure;
- (ii) Appendix B to Annex A - Task Authorization (TA) Form;
- (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Table;
- (iv) Appendix D to Annex A - Certifications at the TA stage;

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- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations including any required Certifications;
- (h) Supply Arrangement Number EN578-055605/xxx/EI (the "Supply Arrangement"); and
- (i) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*).

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.*

7.13 Foreign Nationals (Foreign Contractor)

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

7.14 Insurance Requirements

(A) Compliance with Insurance Requirements

- 1 The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 3 The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor 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 the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(B) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:

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- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(C) Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

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2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.15 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
 - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
 - (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - (iii) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
 - (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

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

(c) **Third Party Claims:**

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

7.16 Joint Venture Contractor

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

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

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

7.17 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten 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.
- (c) In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
- (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (B) security information on the proposed replacement as specified by Canada, if applicable.
- The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
- (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor", or
 - (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).
- Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing

the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.18 Safeguarding Electronic Media

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

7.19 Representations and Warranties

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

7.20 Access to Canada's Property and Facilities

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

7.21 Identification Protocol Responsibilities

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

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.

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- (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 Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A

STATEMENT OF WORK

1 SCOPE OF WORK

The purpose of this contract is to provide additional skills and capacity to the Application Services Directorate of Correctional Services Canada (CSC) in support of its development and operational function, to provide database administration, data modeling, and middle-tier support and expertise. The contract may also be used by other areas within Information Management Services (IMS).

Resources will be required on an "as and when requested" basis.

2 TECHNICAL ENVIRONMENT

This is an overview of CSC's operational infrastructure. The versions identified are for information purposes only. The Contractor will be responsible for providing qualified resources at the versions listed below or at the current Industry Level Versions and will be responsible to ensure qualified resources are available as these versions change.

Internet Business Intelligence (BI) Tools

1. Crystal Reports XI
2. Crystal Enterprise/Reports 10
3. Oracle XML Publisher
4. Oracle OLAP 10.2/11g
5. Oracle Discoverer 10.1.2/11g
6. Oracle WebCache
7. Oracle Report Server 10.1.2
8. Oracle AS Metadata Repository

Platform Environments

1. OpenVMS v7.3-2
2. HP-UX11iv3
3. Windows Server 2003 SP2
4. Windows Server 2008
5. VMWare 3.5 ESX

Database Environments

1. Oracle RDBMS 10.2/11.1/11.2
2. Microsoft SQL Server v.2000 SP4 and v.2005 SP2

MiddleTier Environments

1. MicroSoft - Internet Information Services (IIS)
2. Oracle Application Server - (OAS 10.1.3.4)
3. Oracle Fusion Middleware (OFM)

3 SPECIFIC REQUIREMENTS

The Contractor must be able to provide resources as per categories listed below to support ongoing projects and operations on CSC's infrastructure. As technology advances, it is the responsibility of the Contractor to keep current with this new technology. The Contracting Company will be responsible to provide qualified resources with the appropriate experience and knowledge in the various versions of software being used, as identified by the Client in the Task Authorizations.

Additional tasks and deliverables may be required throughout the duration of this contract and will be negotiated and agreed upon between both parties and included in the Task Authorization document.

4 TASK/DELIVERABLES

4.1 I.2 - Database Administrator - Level 3

The Database Administrator is responsible for the creation and administration of Oracle 10g databases or greater along with related Oracle products such as RAC and Streams technology. Some of the daily tasks will include (but are not limited to) the creation and maintenance of all databases required for development, testing, training and quality assurance environments; the administration of all database objects; including tables, clusters, indexes, views, sequences, packages and procedures. The Database Administrator must assist with impact analysis of any changes made to the database objects; troubleshoot problems regarding the databases, applications and development tools; create new database users as required; and manage sharing of resources amongst applications.

The Database Administrator must also 1) perform the capacity planning required to create and maintain the databases; 2) work closely with system administration staff; 3) perform ongoing tuning of the database instances; 4) install new versions of the Oracle RDBMS and its tools and any other tools that access the Oracle database; 5) plan and implements backup and recovery of the Oracle database; 6) control migration of programs, database changes, and reference data changes through the development life cycle. The Database Administrator will implement and enforce security, backup and restore procedures for all of the Oracle Databases and perform database re-organisations as required to assist performance and ensure maximum uptime of the database.

The Database Administrator also sets standards in place to ensure that all application design and code is produced with proper integrity, security and performance; evaluates releases of Oracle and its tools, and third party products to ensure that the site is running the products that are most appropriate; planning is also performed along with the application developers and System administrators to ensure that any new product usage or release upgrade takes place with minimal impact; and provides technical support to application development teams, data modelers, data management, testers and trainers. The Database Administrator is usually the point of contact for Oracle Corporation

The Database Administrator must be able to perform all of the following tasks:

1. Customize database conversion routines;
2. Finalize Conversion Strategy;
3. Generate new database with the client;

4. Maintain data dictionaries;
5. Develop and implement procedures that will ensure the accuracy, completeness, and timeliness of data stored in the database;
6. Develop and implement security procedures for the database, including access and user account management;
7. Advise programmers, analysts, and users about the efficient use of data;
8. Maintain configuration control of the database;
9. Perform and/or coordinate updates to the database design;
10. Control and coordinate changes to the database, including the deletion of records, changes to the existing records, additions to the database;
11. Develop and coordinate back-up, disaster recovery and virus protection procedures;
12. Lead in the implementation of Oracle patches across multiple development, QA, PROD and DR environments;
13. Lead in the implementation of Oracle upgrades across multiple development, QA, PROD and DR environments;
14. Provide third level support for trouble tickets related to the operational condition of the production applications/databases;
15. Use ITIL methodology to record problem and change tickets;
16. Assist project manager and/or team lead with the planning of the migration of changes from the development environment to the QA, production, training and Disaster Recovery environments; and
17. Mentor the in-house resources in providing knowledge transfer.

4.2 I.3 Database Analyst/IM Administrator - Level 3

The Database Analyst/IM Administrator will be working closely with business, business analyst(s), data modelers, application developer(s), DBA(s), data management and data analysts. The resource will be expected to 1) review user requirements; 2) map logical data models to physical data models and the data definition language; 3) design/develop database architecture for information system projects, 4) design, construct, modify, implement and test data models; 5) the resource must be able to operate database management systems to analyze data and 6) communicate physical database designs to business, business analyst(s), data modelers, application developer(s), DBA(s), data management and data analysts.

The Database Analyst/IM Administrator will be modeling using Oracle Designer tool.

The Database Analyst/IM Administrator must be able to perform the following tasks:

1. Define new database structures;
2. Define data conversion strategy;
3. Define database conversion specifications;
4. Oversee all facilities of the conversion process;
5. Complete mapping, interfaces, mock conversion work, enhancements, actual conversion, and verify completeness and accuracy of converted data;
6. Customize data base conversion routines;
7. Finalize Conversion Strategy;
8. Generate new database with the client;
9. Establish a strong working relationship with all clients, interact effectively with all levels of client personnel, and provide conversion support;
10. Identify requirements for improvements to existing databases by determining users' information requirements and system performance and functional requirements;
11. Maintain data dictionaries;
12. Develop and implement procedures that will ensure the accuracy, completeness, and timeliness of data stored in the database;
13. Mediate and resolves conflicts among users' needs for data;

14. Develop and implement security procedures for the database, including access and user account management;
15. Advise programmers, analysts, and users about the efficient use of data;
16. Maintain configuration control of the database;
17. Perform and/or coordinate updates to the database design;
18. Control and coordinate changes to the database, including the deletion of records, changes to the existing records, additions to the database;
19. Provide third level support for trouble tickets related to the operational condition of the production applications/databases;
20. Use ITIL methodology to record problem and change tickets;
21. Assist project manager and/or team lead with the planning of the migration of changes from the development environment to the QA, production, training and Disaster Recovery environments; and
22. Mentor the in-house resources in providing knowledge transfer.

4.3 I.4 - Database Modeller / IM Modeller - Level 3

The Database Modeller / IM Modeller has both strategic and tactical responsibility for developing and maintaining the Architecture and Data Models for corporate and project specific initiatives. This responsibility includes the identification of data most valuable to the department, the integration of this data, and the development of core relating data models. The resulting data models will be based on data architecture and modeling design principles.

The Database Modeller / IM Modeller is responsible to develop, manage and/or update logical data models. The resource must understand the fundamental concepts and architectural principles of relational and/or multi-dimensional databases. The Database Modeller / IM Modeller must 1) be familiar with data modeling best practices; 2) architect to translate business requirements into data models; 3) evolve data models to meet new and changing business requirements; 4) coordinate collection of business requirements for data needs; 5) capture and maintain metadata and data dictionaries for all database components. The Database Modeller / IM Modeller must 6) be able to interact with business analysts, application developers, quality assurance, data management and training groups on how existing data models are designed; 7) be able to make enhancements based on new and future requirements gathered from business analysts; 8) must be able to explain data models to all stakeholders; and 9) must be able to design for optimal performance. The Database Modeller / IM Modeller will be working as a team member on any assigned projects.

The Database Modeller / IM Modeller will be modeling using Oracle Designer tool.

The Database Modeller / IM Modeller must be able to perform all of the following tasks:

1. Design, develop and maintain Logical Data Models;
2. Analyze proposed changes to databases from the context of the Logical Data Model;
3. Provide technical expertise in the use and optimization of data modeling techniques to team members;
4. Provide technical assistance, guidance and direction in terms of data analysis and modeling to team members;
5. Provide assistance to project team and business users relating to data issues and data analysis concepts;
6. Participate in the development of data modeling and metadata policies and procedures;
7. Participate in data analysis as a result of new/updated requirements;
8. Apply approved changes to logical data models;
9. Comply with corporate data architectures, strategies and frameworks, including enterprise data warehouse activities;

10. Analyze and evaluate alternative data architecture solutions to meet business problems/requirements to be incorporated into the corporate data architecture;
11. Review corporate architecture strategies and directions, data requirements, and business information needs and devise data structures to support them;
12. Improve modeling efficiency through recommendations on how to better utilize current metadata repositories;
13. Comply with corporate repository metadata directions;
14. Provide input to refinement of data architectures;
15. Participate in data architecture refinement;
16. Define access strategies;
17. Construct, monitor and report on work plans and schedules;
18. Provide third level support for trouble tickets related to the operational condition of the production applications/databases;
19. Use ITIL methodology to record problem and change tickets;
20. Assist project manager and/or team lead with the planning of the migration of changes from the development environment to the QA, production, training and Disaster Recovery environments; and
21. Mentor the in-house resources in providing knowledge transfer.

4.4 I.9 System Administrator (MiddleTier Services) - Level 3

The System Administrator (MiddleTier Services) responsibilities will include working with the development and production teams to provide technical support, resolve problems, and plan installations. The everyday tasks will include installing, configuring, and managing middle tier servers, such as Oracle Application Servers and MicroSoft IIS, on Windows platforms. Other daily tasks will be deploying in-house developed applications as well as those off-the-shelf to the middle tier. The System Administrator (MiddleTier Services) responsibilities will also include 1) documenting the practices and procedures for the aforementioned tasks; 2) performance tuning and may require the use of performance measurement tools such as Oracle Performance Tuning Pack and Oracle Enterprise Manager; 3) design of new and review of existing backup and recovery methodologies and procedures as requested; 4) investigating and preparing roadmaps for future upgrades to middle tier software. The working situation will entail managing multiple demands for support that is performed across multiple environments with differing versions of software while addressing problems and changes in a timely manner.

The System Administrator - MiddleTier Services must perform all or some of the following tasks:

1. Install, configure, monitor, upgrade and maintain hardware and software;
2. Analyze system performance and recommend improvements;
3. Apply problem solving skills to troubleshoot and resolve technical problems;
4. Ensure timely and reliable system administration procedures, such as backup and/or recovery;
5. Work with Business Analysts, Project Managers, Developers, and clients/stakeholders to maintain and improve software performance;
6. Provide third level support for trouble tickets related to the operational condition of the production applications/databases;
7. Use ITIL methodology to record problem and change tickets;
8. Assist project manager and/or team lead with the planning of the migration of changes from the development environment to the QA, production, training and Disaster Recovery environments; and
9. Mentor the in-house resources in providing knowledge transfer.

5 CONTRACT MANAGEMENT - SITE MANAGER

The Contractor must provide a Site Manager to act as a focal point between the Project Authority and the Contractor's resources; this could be an on site person.

The Site Manager is not chargeable to the Contract.

Roles and Responsibilities of the Site Manager include:

- a) Liaison with CSC staff and Contractor's resources;
- b) Ensuring Contractor's resource's needs are being met at CSC; and
- c) Ensuring that the Contractor complies with CSC's standards (including Treasury Board guidelines).

See Section 6.0 Contract Management for more details

6 CONTRACT MANAGEMENT

Throughout the Contract Period, the Site Manager must:

- a) Provide qualified resources to meet all of the activities set out herein, in accordance with the experience requirements set out in Appendix A to the Statement of Work;
- b) Monitor all resources and sub-contractors providing services and deliverables in accordance with Task Authorizations;
- c) Provide administrative support for all organizational requirements to administer this Contract;
- d) Liaise with the Project Authority and/or the Project Authority's designate on all matters concerning technical aspects of the work and the performance of Contractor resources;
- e) Provide full continuity of services for any changes made by either party to the aforementioned provisions; and
- f) Manage the transition of resources for potential turnover situations (reassignment, replacement, etc.) during the period of the Task Authorization.

The Site Manager must, at Contract commencement, work with the Project Authority to establish and implement tools, techniques, and processes designed to effectively manage the Contract.

These will include, but are not be limited to:

- a) A schedule of monthly meetings between the Site Manager and the Client (and the Contracting Authority upon invitation) to address Contract issues and provide progress reports;
- b) A mechanism and schedule to ensure ongoing communication with the Client to anticipate future technical and functional requirements;
- c) The reporting mechanisms necessary to ensure smooth interaction among the Client, the Contractor and the resources; and
- d) Issue and dispute resolution processes and mechanisms.

6.1 Resource Management

The Site Manager will effectively manage the Contractor resources by:

- a) Ensuring the availability of resources at Contract commencement;
- b) Providing pre-assignment orientation of resources assigned to the Contract, including,
 - 1. Familiarizing assigned resources with the project specifics;
 - 2. Familiarizing assigned resources with the client environment; and
 - 3. Familiarizing assigned resources with the client expectations.
- c) Assessing resources skill sets on an ongoing basis to ensure conformity with CSC requirements;
- d) Applying training programs for continuous skill progression to ensure relevant ongoing skill sets among the Contractor resources assigned to the project;
- e) Providing tools for monitoring the performance of resources assigned to the Contract;
- f) Maintaining communications with the Project Authority on resource performance; and
- g) Providing additional technical assistance to Contractor resources when requested.

7 Deliverables

The Contractor, when requested, must produce the following deliverables. The information described here is a minimum requirement.

- a) Provide information and service to other IMS groups as required (e.g. QA, Operations);
- b) Prepare various Technical Documentation, Records of Decisions, and Minutes from meetings and consultations;
- c) Document existing and/or new practices and procedures;
- d) Attend and assist project meetings and prepare bi-weekly Status Reports;
- e) Complete CSC provided time sheets; and
- f) Provide detailed activity estimates and schedules and follow-up on project deliverables.
- g) Status Reports: the Contractor must prepare a weekly status report, and must present at a weekly meeting, outlining:
 - i) Work done during the previous reporting period;
 - ii) Plans for the upcoming period; and
 - iii) Issues that need to be addressed.

7.1 Format of Deliverables

When materials (e.g. reports, manuals and documentation) are produced, the Contractor must provide them as follows in:

- a) One (1) electronic copy of all deliverables (drafts and final versions); and
- b) Clear and concise English language.

8 Linguistic Profile

The Contractor must be able to provide, when requested, services in either official languages (English or French).

9 Training and Familiarization

Any training and familiarization required by a resource must be the responsibility of the Contractor, including training the resource for newly implemented software. The resources must be able to learn new software products from the documentation and basic on-the-job training by CSC staff.

The Contractor must assume all associated cost, including training pertaining to familiarization during the start-up of the Contract and Contract period for staff replacements or staff required after Contract award. Training of resources during the start up period must take place without a reduction in service level and allow a transition (overlap) period to bring replacements up to par.

Time spent on such training must not be billed to Correctional Service of Canada.

10 Transition Period

The transition period includes not only the initial implementation of contract, but as well the ongoing replacement or placement of contractor personnel.

The Contractor is responsible to carry out a service delivery transition for each of its resources that will ensure that those resources are ready and able to carry out all work/tasks associated with the Statement of Work. The transition process is important to ensure performance of the duties and responsibilities to a level that will not result in a degradation of service during the transition period.

It is important that the transition occurs both in a timely and effective manner. The transition must be accomplished by the Contractor, in a manner that is non-disruptive, well planned, to accommodate a progressive take over of service delivery, and must minimize the risk to the quality of service and the impact on the operation. The transition period must be considered completed when the Contractor has demonstrated, to the satisfaction of the Project Authority, that it is ready and able to carry out the tasks and responsibilities identified in the Statement of Work.

11 Hours of Operations

Contract resources may be called upon to work at different times throughout the contract. The following is a list of core hours and maintenance services.

- a) Monday to Friday from 7:00 AM to 5:00 PM - (Core hours);
- b) Wednesday 8:00 PM to Midnight - (Maintenance Window);
- c) Thursday 00:01 AM to 06:00 AM - (Maintenance Window);
- d) Friday 8:00 PM to Sunday 08:00 AM - As required by operational and support issues (twice a month scheduled release window); and
- e) Standby service required outside core hours of operation.

12 Timesheets

CSC has implemented a policy that requires all contractors to fill out weekly timesheets. In addition, each contractor is required to send an email upon arrival and when departing the work place. These emails will be sent to a generic account, where CSC personnel can validate time worked against the timesheets.

APPENDIX A TO ANNEX A TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations"., Once a draft TA Form is received the Contractor must submit to the Project Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada 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.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (A) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract 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 Contract 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 résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (F) 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, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criteria met unless the response is received within 5 working days. 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 assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. 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 Project Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Project Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

APPENDIX B TO ANNEX A

TASK AUTHORIZATION (TA) FORM

TASK AUTHORIZATION (TA) FORM				
CONTRACTOR		CONTRACT NUMBER:		
COMMITMENT #		FINANCIAL CODING:		
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:	
1. STATEMENT OF WORK (WORK ACTIVITIES, CERTIFICATIONS AND DELIVERABLES)				
SEE ATTACHED FOR STATEMENT OF WORK AND CERTIFICATIONS REQUIRED.				
2. PERIOD OF SERVICES:	FROM (DATE):		TO (DATE):	
3. WORK LOCATION:				
4. TRAVEL REQUIREMENTS:				
5. LANGUAGE REQUIREMENTS:				
6. OTHER CONDITIONS/CONSTRAINTS:				
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR PERSONNEL:				
8. CONTRACTOR'S RESPONSE:				
CATEGORY AND NAME OF PROPOSED RESOURCE	PWGSC SECURITY FILE NUMBER	PER DIEM RATE	ESTIMATED # OF DAYS	TOTAL COST
			ESTIMATED COST	
			GST/HST	
			TOTAL LABOUR COST	
			TOTAL TRAVEL & LIVING COST	
FIRM PRICE OR MAXIMUM TA PRICE				
CONTRACTOR'S SIGNATURE				
Name, Title and Signature of Individual Authorized to Sign on behalf of Contractor (type or print)		Signature: _____ Date: _____		

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TASK AUTHORIZATION (TA) FORM

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

7. APPROVAL - SIGNING AUTHORITY

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

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

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

APPENDIX C TO ANNEX A RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

- 1.0** To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that the assessor can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

2.0 Mandatory Resource Assessment Criteria:

I.2 - DATABASE ADMINISTRATOR - Level 3				
	REQUIREMENT	MET	NOT MET	REMARKS
M1	The proposed resource must have recent* and significant** experience in performing database administrator duties**** using Oracle RDBMS.			
M2	The proposed resource must have recent* and significant** experience assessing performance and recommending optimization scenarios for Oracle RDBMS databases.			
M3	The proposed resource must have recent* and significant** experience conducting feasibility studies and technical assessments on database features and functionality, and new database technologies and products and presenting them to management.			
M4	The proposed resource must have recent* and significant** experience in the use of source control for database scripts.			
M5	The proposed resource must have recent* and significant** experience in communicating with management, development teams, vendors, system administrators and other related providers			
M6	The proposed resource must have recent* and significant** experience in performing Oracle and operating system performance monitoring and making necessary adjustments.			
M7	The proposed resource must have recent* and significant** experience as a senior Database Administrator for a large development environment with multiple database installations supporting multiple development groups.			

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I.2 - DATABASE ADMINISTRATOR - Level 3				
	REQUIREMENT	MET	NOT MET	REMARKS
NOTE: * Recent experience is defined as experience acquired during the last 5 years. ** Significant experience is defined as experience associated with having performed a broad range of complex activities related to a given criteria, which could normally be acquired over a period of approximately ten (10) years. ****Database Administrator duties may include duties such as described in section 4.1 of Annex A - Statement of Work.				

I.3 - DATABASE ANALYST / IM ADMINISTRATOR - Level 3				
	REQUIREMENT	MET	NOT MET	REMARKS
M1	The proposed resource must have recent* and significant** experience analyzing and evaluating alternative data architecture solutions for a large*** enterprise project.			
M2	The proposed resource must have recent* and significant** experience working in a large development environment with multiple database installations supporting multiple development groups.			
M3	The proposed resource must have recent* and significant** experience designing, programming, and executing ETL (Extraction, Transformation, Load) scripts in Oracle.			
M4	The proposed resource must have recent* and significant** experience manipulating data using Oracle PL-SQL and/or Oracle Warehouse Builder (OWB)			
M5	The proposed resource must have recent* and significant** experience defining and developing source to target data conversion mappings.			
NOTE: *Recent experience is defined as experience acquired during the last 5 years. **Significant experience is defined as experience associated with having performed a broad range of complex activities related to a given criteria, which could normally be acquired over a period of approximately ten (10) years. *** A large enterprise project is defined as a project requiring at least 100 non-static tables, in a distributed framework of at least 3 regions.				

I.4 - DATABASE MODELLER / IM MODELLER - Level 3				
	REQUIREMENT	MET	NOT MET	REMARKS
M1	The proposed resource must have recent* and significant** experience analyzing and evaluating alternative data architecture solutions for a large*** enterprise project.			
M2	The proposed resource must have recent* and significant** experience working in translating business requirements into logical data models.			
M3	The proposed resource must have recent* and significant** experience in data modeling using the Entity Relationship Diagram ERD.			
M4	The proposed resource must have recent* and significant** experience designing physical data models for OnLine Transaction Processing (OLTP) systems.			
M5	The proposed resource must have recent* and significant** experience in data analysis, data mapping and data conversion specifications in the integration of data needs across corporate systems.			
M6	The proposed resource must have recent* and significant** experience defining and implementing data modeling standards and best practices.			
NOTE: *Recent experience is defined as experience acquired during the last 5 years. **Significant experience is defined as experience associated with having performed a broad range of complex activities related to a given criteria, which could normally be acquired over a period of approximately ten (10) years. *** A large enterprise project is defined as a project requiring at least 100 non-static tables, in a distributed framework of at least 3 regions.				

I.9 - SYSTEM ADMINISTRATOR - MIDDLE TIER SERVICES - Level 3				
	REQUIREMENT	MET	NOT MET	REMARKS
M1	Minimum experience of 3 years within the last 5 years administrating Oracle Fusion Middle Ware 10.3 or a higher version.			
M2	Minimum experience of 5 years within the last 10 years administrating Oracle Application Server 10G or a higher version.			
M3	Minimum experience of 5 years within the last 10 years troubleshooting and supporting server based platforms of UNIX and/or Windows.			
M4	Minimum experience of 5 years within the last 10 years troubleshooting network technologies, such as RADWARE devices, routers, and bridges.			
NOTE: Administrating is defined as configuring, patching, implementing, troubleshooting, and deploying applications.				

3.0 Point Rated Resource Assessment Criteria:

I.2 - DATABASE ADMINISTRATOR - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	Experience administrating Oracle databases. Note: Implementing, monitoring, performing Database maintenance activities including upgrading/patching, backup and recovery procedures, basic performance and application tuning.	5 points = 10+ to 13 yrs; 10 points = 13+ to 16 yrs; 15 points = 16+ to 20 yrs; 20 points = 20+ yrs	20		
R2	The proposed resource must have experience in the support of multiple database environments responding to changing priorities.	5 points per year, to a maximum of 25 points.	25		
R3	The proposed resource must have advance skills and experience developing code using Oracle PL-SQL. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		
R4	The proposed resource must have advance skills and experience developing ETL (Extraction, Transformation, Load) scripts in Oracle. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		
R5	The proposed resource must have experience installing, administrating, troubleshooting and supporting Oracle RAC technology. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		

I.2 - DATABASE ADMINISTRATOR - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R6	The proposed resource must have experience installing, administrating, troubleshooting, supporting Oracle Streams technology. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		
R7	Experience administrating Oracle database 11g or higher.	5 points per year, to a maximum of 25 points.	25		
R8	Experience leading, engineering, planning, and scheduling Oracle upgrades and patches of multiple database environments used by multiple stakeholder groups. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 50 points.	50		
Minimum Pass Mark: 132 (60%)			220		

I.3 - DATABASE ANALYST / IM ADMINISTRATOR - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource must have strong technical skills with Oracle databases (10g or greater) Note: strong technical skills means developing complex scripts and Oracle stored packages/procedures using SQL and/or PL/SQL.	5 points = 10+ to 13 yrs; 10 points = 13+ to 16 yrs; 15 points = 16+ to 20 yrs; 20 points = 20+ yrs	20		
R2	The proposed resource must have experience in the support of multiple database environments responding to changing priorities.	5 points per year, to a maximum of 25 points.	25		
R3	The proposed resource must have experience designing complex data driven solutions and architectures. Note: each project must be a minimum of six months in duration to be counted. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points.	50		
R4	The proposed resource must demonstrate experience in overseeing all facilities of the conversion process. Note: each project must be a minimum of six months in duration to be counted. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points.	50		
R5	The proposed resource must have experience using Oracle Designer	5 points per year, to a maximum of 25 points.	25		
R6	The proposed resource must have experience in the design and development of database architecture for large enterprise information system projects.	10 points per project, to a maximum of 50 points.	50		

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I.3 - DATABASE ANALYST / IM ADMINISTRATOR - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
	Note: a large enterprise project being defined as a project requiring at least 100 non-static tables in a distributed framework of at least 3 regions. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.				
Minimum Pass Mark: 132 (60%)			220		

I.4 - DATABASE MODELLER / IM MODELLER - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	Experience in conceptual and logical data modeling <u>OR</u> physical data modeling <u>OR</u> web services modeling. Note: each project must be a minimum of six months in duration to be counted. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points	50		
R2	Experience in the support of multiple database environments responding to changing priorities.	5 points per year, to a maximum of 25 points	25		
R3	Experience designing complex data driven solutions and architectures. Note: each project must be a minimum of six months in duration to be counted. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points	50		
R4	Experience for providing technical leadership and direction in supporting the application of system engineering as it applies to the application of data standards in support of the enterprise	5 points per year, to a maximum of 50 points	50		
R5	Experience using Oracle Designer.	5 points per year, to a maximum of 25 points	25		
R6	Experience similar to working in large enterprise projects. Note a large enterprise project being defined as a project requiring at least 100 non-static tables in a distributed framework of at least 3 regions.	5 points per project, to a maximum of 25 points	25		
Minimum Pass Mark: 135 (60%)			225		

I.9 - SYSTEM ADMINISTRATOR - MIDDLE TIER SERVICES - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource must have experience in administrating Internet Information Services (formerly Server) (IIS).	5 points per year (within the past 10years), to a maximum of 25 points.	25		
R2	The proposed resource must have experience in administrating Oracle Application Server 10G or higher.	5 points per year (within the past 10years), to a maximum of 25 points.	25		
R3	The proposed resource must have experience in administrating Oracle Application Server 11G.	10 points per year, to a maximum of 50 points.	50		
R4	Experience in administrating WebLogic application server.	5 points per year, to a maximum of 25 points.	25		
R5	Experience in developing Java applications. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		
R6	Experience leading, engineering, planning, and scheduling Oracle upgrades and patches of multiple middletier environments used by multiple stakeholder groups. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points.	50		
Minimum Pass Mark: 120 (60%)			200		

APPENDIX D TO ANNEX A CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date

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4. CERTIFICATION OF LANGUAGE - English or French

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

fluent in English or French. The individual proposed must be able to communicate orally and in writing without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

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ANNEX B

BASIS OF PAYMENT

INITIAL CONTRACT PERIOD:

Initial Contract Period (Date of Contract to one year later)			
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate
DATABASE ADMINISTRATOR	Level #3	960	\$
DATABASE ANALYST / IM ADMINISTRATOR	Level #3	240	\$
DATABASE MODELER / IM MODELER	Level #3	480	\$
SYSTEM ADMINISTRATOR - MIDDLE TIER	Level #3	240	\$

OPTION PERIODS:

Option Period 1 (one year period)			
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate
DATABASE ADMINISTRATOR	Level #3	1080	\$
DATABASE ANALYST / IM ADMINISTRATOR	Level #3	240	\$
DATABASE MODELER / IM MODELER	Level #3	720	\$
SYSTEM ADMINISTRATOR - MIDDLE TIER	Level #3	240	\$

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Option Period 2 (one year period)			
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate
DATABASE ADMINISTRATOR	Level #3	1080	\$
DATABASE ANALYST / IM ADMINISTRATOR	Level #3	240	\$
DATABASE MODELER / IM MODELER	Level #3	720	\$
SYSTEM ADMINISTRATOR - MIDDLE TIER	Level #3	240	\$

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ANNEX C SECURITY REQUIREMENTS CHECK LIST

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

Contract Number / Numéro du contrat EN578-055605	
Security Classification / Classification de sécurité UNCLASSIFIED	
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 For the provision of Task Based Informatics Professional Services	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui </div>
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?	<div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui </div>
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qu se trouve à la question 7. c)	<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui </div>
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.	<div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui </div>
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?	<div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui </div>
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions <input checked="" type="checkbox"/> Aucune restriction relative à la diffusion Not releasable <input type="checkbox"/> À ne pas diffuser Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	All NATO countries <input type="checkbox"/> Tous les pays de l'OTAN Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :
	No release restrictions <input type="checkbox"/> Aucune restriction relative à la diffusion Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :

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PART A (Continued) / PARTIE A (Suite)

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

PROTECTED A PROTÉGÉ A	£	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	<input type="checkbox"/>	PROTECTED A PROTÉGÉ A	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B	R	NATO RESTRICTED NATO DIFFUSION RESTREINTE	<input type="checkbox"/>	PROTECTED B PROTÉGÉ B	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	£	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>	PROTECTED C PROTÉGÉ C	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>
SECRET SECRET	£	COSMIC TOP SECRET COSMIS TRÈS SECRET	<input type="checkbox"/>	SECRET SECRET	<input type="checkbox"/>
TOP SECRET TRÈS SECRET	<input type="checkbox"/>			TOP SECRET TRÈS SECRET	<input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET	<input type="checkbox"/>			TOP SECRET (SIGINT) TRÈS SECRET	<input type="checkbox"/>

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No / Non ☐ Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

R RELIABILITY STATUS
COTE DE FIABILITÉ ☐ CONFIDENTIAL
CONFIDENTIEL £ SECRET
SECRET ☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT ☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL ☐ NATO SECRET
NATO SECRET ☐ COSMIC TOP
SECRET
COSMIC TRÈS
SECRET

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS
Special comments / Commentaires spéciaux :
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? R No ☐ Yes
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui

If Yes, will unscreened personnel be escorted? R No ☐ Yes
Dans l'affirmative, le personnel en question sera-t-il escorté? Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

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PART C (Continued) / PARTIE C (Suite)

PRODUCTION

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

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

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			Classified classifié			NATO			
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Category Catégorie	COMSEC					
	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
	A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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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 PROTÉGÉS et/ou CLASSIFIÉS?



No
Non



Yes
Oui

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

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?



No
Non



Yes
Oui

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

Attachments).

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

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ANNEX D

BID EVALUATION CRITERIA

Categories Required:

I.1 Database Administrator, Level 3
I.3 Database Analyst / IM Administrator, Level 3
I.4 Database Modeler / IM Modeler, Level 3
I.9 System Administrator - Middle Tier, Level 3

Note: The bidder must provide one up-to-date résumé for each category required above, and must not propose the same person more than once in response to this solicitation.

For the purpose of the technical evaluation criteria, an "engagement" means a series of one or more contracts between the bidder and a single entity to provide informatics professional services for one of the entity's system development initiatives. The bidder must have acted as the prime contractor on each contract.

For the purpose of the technical evaluation criteria, a "federal public service entity" means a federal government Agency, Department, Ministry or Crown Corporation.

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CORPORATE MANDATORY CRITERIA

	REQUIREMENT	MET	NOT MET	REMARKS
M1	The Bidder must have a minimum of five years experience providing Information Management (IM) or Information Technology (IT) related services. To demonstrate this experience, the Bidder must provide three examples of contracts for IM/IT services with a federal public service entity, each with a minimum value of \$3,000,000 and each awarded within the last seven years. The Bidder must have acted as the Prime Contractor on each contract referenced.			
M2	<p>The Bidder must demonstrate its ability to provide and manage technical resources for three successful engagements for organizations of a similar size, structure and IT environment to Correctional Service Canada (CSC) as described in Annex A, Statement of Work. Each engagement must be for a different organization/Department and a reference must be provided for each engagement. The experience in providing technical resources must be for a duration of more than two years within the last five years from the closing date of the RFP.</p> <p>The Bidder must include the following information with each letter of reference:</p> <ul style="list-style-type: none">(a) Client Organization;(b) Start date and duration of engagement;(c) Engagement's size and similarity to CSC;(d) Scope of Work;(e) Description of work performed, location of the work, an overview of how the work was managed, and the Bidder's responsibilities held during the engagement; and(f) Name, current phone number and title of the Client Organization's Project Authority or authorized representative who will confirm the Bidder's information.			

CORPORATE RATED CRITERIA

At least one member of a joint venture Bidder must meet any given rated requirement of this solicitation. Joint venture members cannot, however, pool their abilities to satisfy any single rated requirement of this solicitation. Wherever substantiation of a rated requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture proposal will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

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

	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	<p>The Bidder should demonstrate its ability to manage Task Authorization (TA) contracts and the client relationship necessary for that TA contract management by providing concrete examples describing the effective execution of the following activities:</p> <p>A) The maintenance and execution of an effective client-vendor relationship, including contract management processes, such as issue and conflict management;</p> <p>B) Timely assessment of Task Authorizations to accurately determine requirements;</p> <p>C) Processes for ensuring the availability of resources at contract commencement;</p> <p>D) The provision of incremental resources in response to new Task Authorizations.</p>	<p>15 points will be awarded for each engagement that demonstrates all the activities A through D, up to a maximum of 60 points.</p> <p>Minimum: 30 points</p>	60		
R2	<p>The Bidder should demonstrate at least 2 years experience developing an IM/IT solution that is similar in size, scope and technology to CSC. For the purpose of this criterion, similar is defined as:</p> <ul style="list-style-type: none"> - Inter-jurisdictional project; - Involving regional stakeholders 	<p>2 yrs = 10 points; 3 yrs = 15 points; 4 yrs = 20 points;</p> <p>Minimum: 10 points</p>	20		

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	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
	<p>from across the country; - Solution user community of over 10,000; and</p> <p>The bidder must have acted as the prime contractor.</p>				
R3	<p>The Bidder should demonstrate at least 2 years experience developing an IM/IT solution that is similar in mandate to CSC. For the purpose of this criterion, similar is defined as: - Mission-critical application; and - Used in a criminal, justice, public safety or social security setting.</p> <p>The bidder must have acted as the prime contractor.</p>	<p>2 yrs = 10 points; 3 yrs = 15 points; 4 yrs = 20 points;</p> <p>Minimum: 10 points</p>	20		
R4	<p>The Bidder should demonstrate its ability to maintain, within the teams of assigned resources, the ongoing competency of their human resource base to meet client requirements, by providing concrete examples of engagements describing the effective application of the Bidder's approach to ensuring resource competency for both employees and subcontractors. The examples should include a description of the Bidder's approach to the following:</p> <p>A) Prior to assignment, familiarization of assigned resources with the project specifics, the client environment and the client expectations; B) During the assignment, assessment of employee or subcontractor skill sets on an ongoing basis; C) Training programs for continuous skill progression; D) The use of subcontracting as an effective solution to acquire rare or emerging skill sets.</p>	<p>10 points will be awarded for each engagement that demonstrates all the activities A through D, up to a maximum of 30 points.</p>	30		

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	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R5	The Bidder should demonstrate its ability to manage the knowledge transfer process using formal techniques for documentation, reporting and knowledge transfer, by providing concrete examples of engagements where at least two of the techniques were clearly evident for each engagement.	10 points will be awarded for each engagement that demonstrates at least two of the techniques, to a maximum of 30 points	30		
Minimum Pass Mark: 96 (60%)			160		

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MANDATORY EVALUATION CRITERIA - RESOURCES

I.2 - DATABASE ADMINISTRATOR - Level 3				
	REQUIREMENT	MET	NOT MET	REMARKS
M1	The proposed resource must have recent* and significant** experience in performing database administrator duties**** using Oracle RDBMS.			
M2	The proposed resource must have recent* and significant** experience assessing performance and recommending optimization scenarios for Oracle RDBMS databases.			
M3	The proposed resource must have recent* and significant** experience conducting feasibility studies and technical assessments on database features and functionality, and new database technologies and products and presenting them to management.			
M4	The proposed resource must have recent* and significant** experience in the use of source control for database scripts.			
M5	The proposed resource must have recent* and significant** experience in communicating with management, development teams, vendors, system administrators and other related providers			
M6	The proposed resource must have recent* and significant** experience in performing Oracle and operating system performance monitoring and making necessary adjustments.			
M7	The proposed resource must have recent* and significant** experience as a senior Database Administrator for a large development environment with multiple database installations supporting multiple development groups.			
NOTE: *Recent experience is defined as experience acquired during the last 5 years. **Significant experience is defined as experience associated with having performed a broad range of complex activities related to a given criteria, which could normally be acquired over a period of approximately ten (10) years. ****Database Administrator duties may include duties such as described in section 4.1 of Annex A - Statement of Work.				

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I.3 - DATABASE ANALYST / IM ADMINISTRATOR - Level 3				
	REQUIREMENT	MET	NOT MET	REMARKS
M1	The proposed resource must have recent* and significant** experience analyzing and evaluating alternative data architecture solutions for a large*** enterprise project.			
M2	The proposed resource must have recent* and significant** experience working in a large development environment with multiple database installations supporting multiple development groups.			
M3	The proposed resource must have recent* and significant** experience designing, programming, and executing ETL (Extraction, Transformation, Load) scripts in Oracle.			
M4	The proposed resource must have recent* and significant** experience manipulating data using Oracle PL-SQL and/or Oracle Warehouse Builder (OWB)			
M5	The proposed resource must have recent* and significant** experience defining and developing source to target data conversion mappings.			
NOTE: *Recent experience is defined as experience acquired during the last 5 years. **Significant experience is defined as experience associated with having performed a broad range of complex activities related to a given criteria, which could normally be acquired over a period of approximately ten (10) years. *** A large enterprise project is defined as a project requiring at least 100 non-static tables, in a distributed framework of at least 3 regions.				

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I.4 - DATABASE MODELLER / IM MODELLER - Level 3				
	REQUIREMENT	MET	NOT MET	REMARKS
M1	The proposed resource must have recent* and significant** experience analyzing and evaluating alternative data architecture solutions for a large*** enterprise project.			
M2	The proposed resource must have recent* and significant** experience working in translating business requirements into logical data models.			
M3	The proposed resource must have recent* and significant** experience in data modeling using the Entity Relationship Diagram ERD.			
M4	The proposed resource must have recent* and significant** experience designing physical data models for OnLine Transaction Processing (OLTP) systems.			
M5	The proposed resource must have recent* and significant** experience in data analysis, data mapping and data conversion specifications in the integration of data needs across corporate systems.			
M6	The proposed resource must have recent* and significant** experience defining and implementing data modeling standards and best practices.			
NOTE: *Recent experience is defined as experience acquired during the last 5 years. **Significant experience is defined as experience associated with having performed a broad range of complex activities related to a given criteria, which could normally be acquired over a period of approximately ten (10) years. *** A large enterprise project is defined as a project requiring at least 100 non-static tables, in a distributed framework of at least 3 regions.				

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I.9 - SYSTEM ADMINISTRATOR - MIDDLE TIER SERVICES - Level 3				
	REQUIREMENT	MET	NOT MET	REMARKS
M1	Minimum experience of 3 years within the last 5 years administrating Oracle Fusion Middle Ware 10.3 or a higher version.			
M2	Minimum experience of 5 years within the last 10 years administrating Oracle Application Server 10G or a higher version.			
M3	Minimum experience of 5 years within the last 10 years troubleshooting and supporting server based platforms of UNIX and/or Windows.			
M4	Minimum experience of 5 years within the last 10 years troubleshooting network technologies, such as RADWARE devices, routers, and bridges.			
NOTE: Administrating is defined as configuring, patching, implementing, troubleshooting, and deploying applications.				

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RATED EVALUATION CRITERIA - RESOURCES

I.2 - DATABASE ADMINISTRATOR - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	Experience administrating Oracle databases. Note: Implementing, monitoring, performing Database maintenance activities including upgrading/patching, backup and recovery procedures, basic performance and application tuning.	5 points = 10+ to 13 yrs; 10 points = 13+ to 16 yrs; 15 points = 16+ to 20 yrs; 20 points = 20+ yrs	20		
R2	The proposed resource must have experience in the support of multiple database environments responding to changing priorities.	5 points per year, to a maximum of 25 points.	25		
R3	The proposed resource must have advance skills and experience developing code using Oracle PL-SQL. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		
R4	The proposed resource must have advance skills and experience developing ETL (Extraction, Transformation, Load) scripts in Oracle. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		
R5	The proposed resource must have experience installing, administrating, troubleshooting and supporting Oracle RAC technology. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		

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I.2 - DATABASE ADMINISTRATOR - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R6	The proposed resource must have experience installing, administrating, troubleshooting, supporting Oracle Streams technology. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		
R7	Experience administrating Oracle database 11g or higher.	5 points per year, to a maximum of 25 points.	25		
R8	Experience leading, engineering, planning, and scheduling Oracle upgrades and patches of multiple database environments used by multiple stakeholder groups. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 50 points.	50		
Minimum Pass Mark: 132 (60%)			220		

I.3 - DATABASE ANALYST / IM ADMINISTRATOR - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource must have strong technical skills with Oracle databases (10g or greater) Note: strong technical skills means developing complex scripts and Oracle stored packages/procedures using SQL and/or PL/SQL.	5 points = 10+ to 13 yrs; 10 points = 13+ to 16 yrs; 15 points = 16+ to 20 yrs; 20 points = 20+ yrs	20		
R2	The proposed resource must have experience in the support of multiple database environments responding to changing priorities.	5 points per year, to a maximum of 25 points.	25		
R3	The proposed resource must have experience designing complex data driven solutions and architectures. Note: each project must be a minimum of six months in duration to be counted. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points.	50		
R4	The proposed resource must demonstrate experience in overseeing all facilities of the conversion process. Note: each project must be a minimum of six months in duration to be counted. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points.	50		
R5	The proposed resource must have experience using Oracle Designer	5 points per year, to a maximum of 25 points.	25		
R6	The proposed resource must have experience in the design and development of database architecture for large enterprise information system projects.	10 points per project, to a maximum of 50 points.	50		

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I.3 - DATABASE ANALYST / IM ADMINISTRATOR - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
	Note: a large enterprise project being defined as a project requiring at least 100 non-static tables in a distributed framework of at least 3 regions. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.				
Minimum Pass Mark: 132 (60%)			220		

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I.4 - DATABASE MODELLER / IM MODELLER - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	Experience in conceptual and logical data modeling <u>OR</u> physical data modeling <u>OR</u> web services modeling. Note: each project must be a minimum of six months in duration to be counted. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points	50		
R2	Experience in the support of multiple database environments responding to changing priorities.	5 points per year, to a maximum of 25 points	25		
R3	Experience designing complex data driven solutions and architectures. Note: each project must be a minimum of six months in duration to be counted. The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points	50		
R4	Experience for providing technical leadership and direction in supporting the application of system engineering as it applies to the application of data standards in support of the enterprise	5 points per year, to a maximum of 50 points	50		
R5	Experience using Oracle Designer.	5 points per year, to a maximum of 25 points	25		
R6	Experience similar to working in large enterprise projects. Note a large enterprise project being defined as a project requiring at least 100 non-static tables in a distributed framework of at least 3 regions.	5 points per project, to a maximum of 25 points	25		
Minimum Pass Mark: 135 (60%)			225		

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I.9 - SYSTEM ADMINISTRATOR - MIDDLE TIER SERVICES - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource must have experience in administrating Internet Information Services (formerly Server) (IIS).	5 points per year (within the past 10years), to a maximum of 25 points.	25		
R2	The proposed resource must have experience in administrating Oracle Application Server 10G or higher.	5 points per year (within the past 10years), to a maximum of 25 points.	25		
R3	The proposed resource must have experience in administrating Oracle Application Server 11G.	10 points per year, to a maximum of 50 points.	50		
R4	Experience in administrating WebLogic application server.	5 points per year, to a maximum of 25 points.	25		
R5	Experience in developing Java applications. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	5 points per project, to a maximum of 25 points.	25		
R6	Experience leading, engineering, planning, and scheduling Oracle upgrades and patches of multiple middletier environments used by multiple stakeholder groups. Note: The resource's individual contribution to the project must be demonstrated in order to achieve any points for this criterion.	10 points per project, to a maximum of 50 points.	50		
Minimum Pass Mark: 120 (60%)			200		

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ANNEX E BID SUBMISSION FORM

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the <i>Standard Instructions 2003</i>]		
Jurisdiction of Contract: Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
Canadian Content Certification		
Not Applicable - Intentionally deleted from this requirement.		

<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the Bidder is exempt, please indicate the basis for the exemption to the right. If the Bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the Bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the Bidder, by signing below, I also confirm that the Bidder <i>[check the box that applies]</i>:</p> <table border="1"> <tr> <td data-bbox="824 247 1295 365">(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;</td> <td data-bbox="1304 247 1411 365"></td> </tr> <tr> <td data-bbox="824 375 1295 449">(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</td> <td data-bbox="1304 375 1411 449"></td> </tr> <tr> <td data-bbox="824 459 1295 659">(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</td> <td data-bbox="1304 459 1411 659"></td> </tr> <tr> <td data-bbox="824 669 1295 785">(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</td> <td data-bbox="1304 669 1411 785"></td> </tr> </table>	(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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<p>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.]</p>									
<p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i></p>									
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 									
<p>Signature of Authorized Representative of Bidder</p>									