



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

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**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Shared 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 thereof.

**Proposition aux: Services partagés 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-annexées, au(x) prix indiqué(s)

**Comments - Commentaires**

This document contains a Security Requirement

**Issuing Office – Bureau de distribution**  
 SSC | SPC  
 Procurement and Vendors Relationships |  
 Achats et relations avec les fournisseurs  
 XK Division | Division XK  
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<b>Title – Sujet</b> Strategic Advisory Services – Sourcing and Benchmarking Services consultatifs stratégiques - Approvisionnement et analyse comparative	
<b>Solicitation No. – N° de l'invitation</b> 10031544/A	<b>Date</b> August 26, 2013
<b>Client Reference No. – N° référence du client</b> 13-1620	
<b>File No. – N° de dossier</b> CAC10031544	
<b>Solicitation Closes – L'invitation prend fin</b> at – à 11 :59 PM on – le September 20, 2013	<b>Time Zone Fuseau horaire</b> Eastern Daylight Time (E DT) / Heure Avancée de l'Est (HAE)
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> Solinda Phan	
<b>Telephone No. – N° de téléphone :</b> 819-956-1363	
<b>Delivery required - Livraison exigée</b> See Herein	<b>Delivered Offered – Livraison proposée</b>
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b> See Herein	

<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>
<b>Facsimile No. – N° de télécopieur</b>
<b>Telephone No. – N° de téléphone</b>
<b>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)</b>
<b>Signature</b> _____ <b>Date</b> _____



**REQUEST FOR PROPOSAL  
STRATEGIC ADVISORY SERVICES – SOURCING AND  
BENCHMARKING  
FOR  
SHARED SERVICES CANADA**

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- Annex B      Basis of Payment
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- Annex E      Insurance Requirements

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

- Attachment 3.1: Pricing Tables



**List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):**

Attachment 4.1: Technical Criteria

**Forms:**

Form 1 - Bid Submission Form

Form 2 - Client Reference Verification Form for Mandatory Technical Criteria

Form 3 - Client Reference Verification Form for Point-Rated Technical Criteria

Form 4 - Substantiation of Technical Compliance Form

Form 5 - Code of Conduct Certification Form



## **PART 1 GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- 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 and Financial 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 and its appendices, Basis of Payment, Security Requirements Checklist, Federal Contractors Program for Employment Equity – Certification, and Insurance Requirements.

### **1.2 Summary**

This bid solicitation is being issued by SSC. The resulting contract will be used by SSC to provide shared services to its clients, that include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract Period, and those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time. It is intended to result in the award of a contract for 3.5 years. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

There is a security requirement associated with this requirement. For additional information, see Part 6 – Security and Financial Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the “Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders” document on the Departmental Standard Procurement Documents (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.

On July 12, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of the Standard Instructions 2003

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification



### **1.3 Restriction for Future Related Work**

The Contractor selected through this procurement will support the planning and development of subsequent competitive procurements for the execution of transformation projects within the scope of the SSC transformation programs, as outlined in Annex A – Statement of Work. As a result, this Contractor will be given information during the completion of the Contract which would give them an unfair advantage for subsequent competitive procurements.

To remove any possibility for future conflict of interests, the Contractor, parent and affiliated companies, and subcontractors will be disqualified from any future competitive solicitation(s) which are developed under the scope of the resulting Contract.

### **1.4 Debriefings**

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**

- 2.1.1 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2 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.
- 2.1.3 The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC. All references to joint venture contained within the Standard Instructions are deleted.
- 2.1.4 Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- 2.1.5 Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:  
Delete: sixty (60) days  
Insert: one hundred and eighty days (180) days
- 2.1.6 Section 7 is replaced by the following:
1. A bid delivered to the specified address after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to a Delivery Service Company. Delivery Company means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country). The only pieces of evidence relating to a delay that are acceptable are:
    - a) a cancellation date stamp; or
    - b) a courier bill of lading; or
    - c) a date stamped labelthat clearly indicates that the bid was received by the Delivery Company before the bid closing date.
  2. Postage meter imprints, whether imprinted by the Bidder or the Delivery Company are not acceptable as proof of timely mailing.
- 2.1.7 Section 17 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is deleted in its entirety.
- 2.1.8 For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

### **2.2 Submission of Bids**

- 2.2.1 Bids must be submitted to Shared Services Canada by the date, time and place indicated on page one (1) of the bid solicitation.
- 2.2.2 Due to the nature of the RFP solicitation, responses delivered by hand or transmitted by facsimile or electronically will not be accepted.
- 2.2.3 Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the bid closing date, indicating their intention to submit a bid.



## 2.3 Former Public Servant

2.3.1 Contracts awarded to 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

### 2.3.2 Definitions

For the purposes of this clause, "former public servant" is any 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. A former public servant may be:

- 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.

"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.

"pension" means 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 [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

### 2.3.3 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. 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 part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### 2.3.4 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;





- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 2.4 Enquiries - Bid Solicitation

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

## 2.5 Applicable Laws

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

## 2.6 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



## **PART 3 BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

3.1.1 **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:

3.1.1.1 Section I Technical Bid:

3.1.1.1.1 Form 1: 1 hardcopy of the signed and completed Bid Submission Form (Form 1).

3.1.1.1.2 3 CD-ROMs or DVDs containing the bidder's complete technical proposal in Adobe PDF compatible format. The disks should be clearly labelled on their face as follows:

3.1.1.1.2.1 The bidder's name;

3.1.1.1.2.2 The solicitation number;

3.1.1.1.2.3 "Technical Proposal"; and

3.1.1.1.2.4 The signature of the authorized representative of the Bidder.

3.1.1.2 Section II Financial Bid: The Financial Bid should be provided in a sealed envelope containing the following:

3.1.1.2.1 1 hardcopy of the complete financial proposal

3.1.1.2.2 1 CD-ROM or DVD containing the complete financial proposal in Microsoft Excel compatible format. The disk should be clearly labelled on the face as follows:

3.1.1.2.2.1 The bidder's name;

3.1.1.2.2.2 The solicitation number;

3.1.1.2.2.3 "Financial Proposal"; and

3.1.1.2.2.4 The signature of the authorized representative of the Bidder.

3.1.1.2.3 If there is a discrepancy between the wording of the softcopy and the hardcopy, the wording of the hardcopy will have priority over the wording of the softcopy.

3.1.1.3 Section III Certifications: 1 hardcopy of any required certifications

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

3.1.2 **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

3.1.2.1 use 8.5 x 11 inch (216 mm x 279 mm) paper format;

3.1.2.2 use a numbering system that corresponds to the bid solicitation;

3.1.2.3 include a title page for 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

3.1.2.4 include a table of contents

3.1.3 **Submission of Only One Bid from a Bidding Group:**

3.1.3.1 The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If a Bidder participates in more than one bid, Canada will provide the Bidder with 2 working days to identify one bid to be considered in this RFP. Failure to meet this deadline will result in all bids being declared non-responsive and will be disqualified.

3.1.3.1 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:

- 3.1.3.1.1 they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- 3.1.3.1.2 they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- 3.1.3.1.3 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
- 3.1.3.1.4 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.

### **3.2 Section I: Technical Bid**

3.2.1 In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2.2 The technical bid consists of the following:

3.2.2.1 **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, 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.

3.2.2.2 **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. 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 declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, 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.

3.2.2.3 **Customer Reference Contact Information:**

- 3.2.2.3.1 The Bidder must provide customer references who must each confirm if requested by SSC that Bidder meets mandatory criteria, as specified in Section 4.2 Technical Evaluation.



- 3.2.2.3.2 The Reference Project Verification Form for Mandatory Technical Criteria (Form 2) and Reference Project Verification Form for Point Rated Technical Criteria (Form 3) should be used to request confirmation from customer references.
- 3.2.2.3.3 For each customer reference, the Bidder must, at a minimum, provide the name and email address for a contact person. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference.
- 3.2.2.3.4 Crown references will be accepted.

### 3.3 Section II: Financial Bid

- 3.3.1 **Pricing:** Bidders must submit their financial bid in accordance with the pricing tables detailed in Attachment 3.1: Pricing Tables. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- 3.3.2 **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- 3.3.3 **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- 3.3.4 **Exchange Rate Fluctuation:** The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### 3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.



## PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the 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.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids. 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.
- 4.1.3 In addition to any other time periods established in the bid solicitation:
- 4.1.3.1 **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.
- 4.1.3.2 **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:
- 4.1.3.2.1 verify any or all information provided by the Bidder in its bid; OR
- 4.1.3.2.2 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.
- 4.1.3.3 **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

- 4.2.1 For the Technical Criteria below, where References are required, GC clients can be used as References. Canada will use the same process for verifying Reference information from GC References as for private sector or other public sector references used by the Bidder. Canada will not be responsible for obtaining the required Reference information from any GC client used as a Reference.
- 4.2.2 **Mandatory Technical Criteria:**
- 4.2.2.1 Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified 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.
- 4.2.2.2 The mandatory requirements are described in Attachment 4.1 – Technical Criteria.
- 4.2.2.3 **Corporate References**
- 4.2.2.3.1 The Bidders must include client references for each of the Mandatory Technical Criteria M.1 to M.6. Bidders must include for each Reference a brief description of the project and how the reference met the specific mandatory criteria being claimed, each in 250 words or less, which substantiates the mandatory technical criteria being assessed. Any information provided may be verified by Canada should Canada perform any reference validations checks.



- 4.2.2.3.2 Bidders are requested to submit references for M.1 to M.6 using the Client Reference Verification Form for Mandatory Technical Criteria (Form 2).
- 4.2.2.3.3 Bidder should obtain signatures from the primary and backup contacts to confirm the mandatory technical criteria being assessed by signing the form. The SSC evaluation team may contact each reference to verify the information provided in the proposal and may ask additional questions.
- 4.2.2.3.4 If Bidders need to use multiple References, then Bidders must submit additional signed forms as part of their response. For example, if Reference A is used for M.1, and Reference B is used for M.2, they must be submitted on 2 separate Client Reference Verification Forms for Mandatory Technical Criteria (Form 2).
- 4.2.2.3.5 Canada reserves the right to contact the primary contact and, where applicable, the backup contact, in order to validate that the information on the signed Form 2 is accurate.
- 4.2.2.3.6 If Bidders cannot obtain signatures, an email attestation will be accepted. The email attestation must accompany the completed form(s) as an attachment and must include some text that is similar to the following statement in the email itself “As a Reference for the firm identified in the attachment, by providing this email, I confirm that I am a representative of the Client Organization identified in the attached and that I have read and understood the Mandatory Technical Criteria described in the attached page(s).”

#### **4.2.2.4 Corporate Information and Methodologies**

- 4.2.2.4.1 Bidders must substantiate for each Mandatory Technical Criteria M.7 to M.9 their claim that they fulfill the criteria by providing the required information as stated by the criteria. Bidders should provide sufficient detail to substantiate the extent to which its references satisfy the criteria.
- 4.2.2.4.2 Bidders are requested to provide the substantiations using Form 4 – Substantiation of Technical Compliance Form.

#### **4.2.3 Point-Rated Technical Criteria:**

- 4.2.3.1 Bids that meet all the Mandatory Technical Criteria will then be evaluated and scored under the Point-Rated Technical Criteria.
- 4.2.3.2 Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- 4.2.3.3 The rated requirements are described in Attachment 4.1 – Technical Criteria.

#### **4.2.3.4 Client References**

- 4.2.3.4.1 The Bidders should include client references for each of the Point Rated Technical Criteria R.1 to R.5. Bidders must include for each Reference a brief description of the project and how the reference met the specific mandatory criteria being claimed, both in 250 words or less, which substantiates the point rated technical criteria being assessed. Any information provided may be verified by Canada should Canada perform any reference validation checks.
- 4.2.3.4.2 Bidders are requested to submit references for R.1 to R.5 using the Client Reference Verification Form for Point Rated Technical Criteria (Form 3).
- 4.2.3.4.3 Bidder should obtain signatures from the primary and backup contacts to confirm the point rated technical criteria being assessed by signing the form. The SSC evaluation team may contact each reference to verify the information provided in the proposal and may ask additional questions.



- 4.2.3.4.4 If Bidders need to use multiple References, then Bidders must submit additional signed forms as part of their response. For example, if Reference A is used for R.1, and Reference B is used for R.2, they must be submitted on 2 separate Client Reference Verification Forms for Point-Rated Technical Criteria (Form 3).
- 4.2.3.4.5 Canada reserves the right to contact the primary contact and, where applicable, the backup contact, in order to validate that the information on the signed Form 3 is accurate.
- 4.2.3.4.6 If Bidders cannot obtain signatures, an email attestation will be accepted. The email attestation must accompany the completed form(s) as an attachment and must include some text that is similar to the following statement in the email itself “As a Reference for the firm identified in the attachment, by providing this email, I confirm that I am a representative of the Client Organization identified in the attached and that I have read and understood the Point-Rated Technical Criteria described in the attached page(s).”

#### 4.2.3.5 Corporate Information

- 4.2.3.5.1 Bidders should substantiate for Point-Rated Technical Criterion R.6 their claim that they fulfill the criteria by providing the required information as stated by the criteria. Bidders should provide sufficient detail to substantiate the extent to which its references satisfy the criteria.
- 4.2.3.5.2 Bidders are requested to provide the substantiation using Form 4 – Substantiation of Technical Compliance Form.
- 4.2.3.6 The Total Technical Score of a bid = sum of the score obtained for each Point-Rated Technical Criteria for the bid.
- 4.2.3.7 The Maximum Total Technical Score that can be allocated for the Point-Rated Technical Criteria is 1000 points.
- 4.2.3.8 The Evaluated Technical Score of a bid = the Total Technical Score of a bid divided by the Maximum Total Technical Score multiplied by 100%.

#### 4.2.4 Reference Validation Checks:

- 4.2.4.1 For reference validation checks, Canada will conduct the reference validation check in writing by email. Canada will send all email reference validation check requests to contacts supplied by all the Bidders using the email address provided in the bid. Canada will not award any points nor consider a mandatory criterion met unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- 4.2.4.2 On the third working day after sending out the reference validation 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.
- 4.2.4.3 If during reference validation by Canada it becomes apparent that the address, telephone number, or email address for any of the references is incorrect or missing, the Bidder will be permitted to provide the correct contact address, telephone number, or email address. If the individual named by a Bidder for the primary contact is unavailable when required during the evaluation period, Canada will contact the backup contact for the reference from the same client organization. Bidders will only be provided with this opportunity once for each customer, and only if the primary contact is unavailable to respond (i.e., Canada will not contact the backup contact if the primary 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 backup contact to respond.
- 4.2.4.4 Where Canada does not receive confirmation from either the primary contact or backup contact for the reference for the Mandatory Technical Criteria, the Bidder will be deemed non-responsive.



4.2.4.5 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.

4.2.4.6 Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the customer reference 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.

4.2.4.7 Whether or not to conduct reference checks is discretionary. However, if SSC chooses to conduct reference checks for any given mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

4.2.5 **Number of Resources Evaluated:** Resources will only be assessed after contract award once specific tasks are requested of then Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article 7.3 “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.

4.2.6 **Technically Responsive Bid:** A technically responsive bid is one that complies with the mandatory requirements of this bid solicitation and meets all mandatory evaluation criteria.

### 4.3 Financial Evaluation

4.3.1 The financial evaluation will be conducted by calculating the Evaluated Financial Score using the Pricing Tables completed by the bidders in Attachment 3.1 Pricing Tables.

#### STEP 1

Weighted Per diem rate = Per diem rate x the weight of the Level

#### STEP 2

For each Service Line:

Service Line Evaluated Price = the sum of the Weighted Per diem rates for each Service Line (Junior, Intermediate, Senior)

#### STEP 3

For each Service Line:

Ranked Evaluated Score = Lowest Service Line Evaluated price / Bidder's Service Line Evaluated price x 100%

where the Lowest Service Line Evaluated Price is the lowest value for the Service Line Evaluated Price from all bids.

#### STEP 4

For each Service Line:

Weighted Evaluation Score = Ranked Evaluated Score x the weight of the Service Line

#### STEP 5

Evaluated Financial Score = the sum of the Weighted Evaluation Score

4.3.2 Points allocated under steps 3, 4, and 5 for each Service line, will be rounded to two decimal places.

4.3.3 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.



#### 4.3.4 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:

- 4.3.4.1 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;
- 4.3.4.2 in relation to the invoice in (4.3.5.1), 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);
- 4.3.4.3 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
- 4.3.4.4 the name, telephone number and, if available, email address of a contact person at the customer who received each invoice submitted under (4.3.5.1), so that Canada may verify any information provided by the Bidder.
- 4.3.4.5 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.

#### 4.4 Total Score of Bid

The total possible *Final Technical Score* is 80 while the total possible *Final Financial Score* is 20.

(a) Calculation of Final Technical Score: The Final Technical Score will be computed for each technically responsive bid by converting the Evaluated Technical Score obtained for the point-rated technical criteria using the following formula, rounded to 2 decimal places:

$$\text{Evaluated Technical Score} \quad \times \quad 80\% \quad = \quad \text{Final Technical Score}$$

(b) Calculation of Final Financial Score: The Final Financial Score will be computed for each technically responsive bid by converting the Evaluated Financial Score obtained for the financial evaluation using the following formula rounded to 2 decimal places:

$$\text{Evaluated Financial Score} \quad \times \quad 20\% \quad = \quad \text{Final Financial Score}$$

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



***Final Technical Score + Final Financial Score = Total Bidder Score***

**4.5 Basis of Selection**

- 4.5.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract.
- 4.5.2 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.
- 4.5.3 In the event of identical Total Bidder Scores, then the bid with the highest Final Financial Score will be recommended for award of a contract.

## **PART 5 CERTIFICATIONS**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **5.1 Mandatory Certifications Required Precedent to Contract Award**

#### **5.1.1 Code of Conduct and Certifications – Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications – Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **5.1.2 Federal Contractors Program for Employment Equity – Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder is not named on the Federal Contractors Program (FCP) for employment equity “FCP Limited Eligibility to Bid” list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor appears on the “FCP Limited Eligibility to Bid” list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, before contract award.

### **5.2 Additional Certifications Precedent to Contract Award**

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

#### **5.2.1 Price Certification**

In the event that this RFP results in only one bid being received, any resulting contract awarded will contain the following price certification terms. The Bidder must agree to these terms in order to be awarded the contract.

##### **5.2.1.1 Price Certification - Canadian-based Suppliers (other than agency and resale outlets)**

5.2.1.1.1 The Bidder certifies that the price proposed

5.2.1.1.1.1 is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;



5.2.1.1.1.2 does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and

5.2.1.1.1.3 does not include any provision for discounts to selling agents.

**5.2.1.2 Price Certification - Foreign Suppliers**

5.2.1.2.1 The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

**5.2.2 Code of Conduct Certifications – Certifications Required Precedent to Contract Award**

5.2.2.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

5.2.2.2 The Contracting Authority 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 named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.



## PART 6 SECURITY AND FINANCIAL REQUIREMENTS

### 6.1 Security Requirement

6.1.1 Before award of a contract, the following conditions must be met:

6.1.1.1 the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

6.1.1.2 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;

6.1.1.3 the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;

6.1.1.4 the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding.

6.1.2 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.

6.1.3 For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.

### 6.2 Financial Capability

6.2.1 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 also 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 one or more parent companies grant a performance guarantee to Canada."

**Note to Bidders:** *This financial information is only to be submitted following explicit written request by the Contracting Authority; it is however, mandatory on request.*

## PART 7 RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

7.1.1 \_\_\_\_\_ (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:

7.1.1.1 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.

**Client:** Under the Contract, the “**Client**” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

7.1.2 **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.

7.1.3 **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.

### 7.2 Task Authorization

7.2.1 **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 an authorized TA has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized TA has been received will be done at the Contractor’s own risk.

7.2.2 **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.

#### 7.2.3 Form and Content of Task Authorization:

7.2.3.1 The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Appendix B of Annex A – Task Authorization Request and Acceptance Form.

7.2.3.2 The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

#### 7.2.4 Task Authorization Authorities for Validly Issuing Task Authorizations:

7.2.4.1 To be validly issued, a TA must be signed by both the Technical Authority and the Contracting Authority before issuance.



7.2.4.2 The Contractor must not commence work until a TA authorized in accordance with all the provisions of this Article has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been validly issued will be done at the Contractor's own risk.

Any TA that does not bear the appropriate signatures 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.

#### 7.2.5 Periodic Usage Reports:

7.2.5.1 The Contractor must compile and maintain records on its provision of services to the federal government under authorized 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.

7.2.5.2 The quarterly periods are defined as follows:

- 7.2.5.2.1 April 1 to June 30;
- 7.2.5.2.2 July 1 to September 30;
- 7.2.5.2.3 October 1 to December 31; and
- 7.2.5.2.4 January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

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

- 7.2.5.3.1 the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- 7.2.5.3.2 a title or a brief description of the task;
- 7.2.5.3.3 the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;
- 7.2.5.3.4 the total estimated cost specified in the TA (GST or HST extra);
- 7.2.5.3.5 the total amount (GST or HST extra) expended to date;
- 7.2.5.3.6 the start and completion date; and
- 7.2.5.3.7 the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

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

- 7.2.5.4.1 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 authorized TAs; and
- 7.2.5.4.2 the total amount, GST or HST extra, expended to date against all validly issued tasks.

7.2.6 **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 – Basis of Payment. 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 1%. 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).

- 7.2.7 **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

- 7.3.1 In this clause,

7.3.1.1 "**Maximum Contract Value**" means the amount specified in the "**Limitation of Expenditure**" clause set out in the Contract (excluding Applicable taxes); and

7.3.1.2 "**Minimum Contract Value**" means the 3% of the Maximum Contract Value on the date the contract is first issued.

- 7.3.2 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 (7.4.3). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- 7.3.3 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.

- 7.3.4 Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract

7.3.4.1 for default;

7.3.4.2 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

7.3.4.3 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://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

#### 7.4.1 General Conditions:

7.4.1.1 2035 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 2 of the General Conditions is amended as follows: delete "Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16"

The text under Subsection 04 of Section 41 – Code of Conduct and Certifications of 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor





whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

#### 7.4.2 Supplemental General Conditions:

The following Supplemental General Conditions:

- 7.4.2.1 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

### 7.5 Security Requirement

The following security requirement (SCRL and related clauses) applies and forms part of the Contract.

#### 7.5.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

7.5.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Security Clearance at the level of SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.5.1.2 The Contractor/Offeror personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.

Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT HAVE ACCESS to (CLASSIFIED/PROTECTED)** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an **escort**.

7.5.1.3 The Contractor/Offeror **MUST NOT** remove any **CLASSIFIED** information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

7.5.1.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

7.5.1.5 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).

#### 7.5.2 SECURITY REQUIREMENT FOR FOREIGN SUPPLIER:

7.5.2.1 The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Director International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).

7.5.2.2 Further specification respecting the security requirements listed above may be provided in order to ensure compatibility with security measures for access to sensitive information / assets, as part of this Contract.

7.5.2.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.

7.5.2.4 The proponent Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this Contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable to adversely affect the organization's policies or practices in the performance of the contract.

7.5.2.5 Sensitive information/assets, as part of this Contract, shall be released only to the proponent Foreign recipient Contractor personnel, who have a need-to-know for the performance of this



Contract and who have a **Personnel Security Clearance** at an equivalent level, granted by their respective country National Security Authority (NSA)/DSA, in accordance with the National Policies of the Foreign recipient bidder's country.

7.5.2.6 The proponent Foreign recipient Contractor, intending or required to visit a Canadian Government restricted site, or industrial facilities, will submit a Request for Visit form to the Canadian DSA, through their respective country NSA/DSA.

7.5.2.7 The proponent foreign recipient Contractor shall contact their respective country NSA/DSA in order to comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding between the proponent foreign recipient Contractor's NSA/DSA and the Government of Canada, in relation to sensitive information/ assets equivalencies.

7.5.2.8 In the event that a proponent Foreign recipient Contractor is chosen as a supplier for this Contract, subsequent Country-specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to reflect compliance of the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

7.5.2.9 The Government of Canada will not delay the award of this Contract if the proponent Foreign recipient Contractor does not possess the required security level clearances, at time of bid closing. Nevertheless, a chosen Foreign recipient Contractor is required to meet all contract security requirements at time of contract award.

#### 7.5.3 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number/Street Name, Unit/Suite/Apartment Number

City, Province, Territory/State

Postal Code/Zip Code

Country

#### 7.6 Contract Period

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

7.6.1.1 The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 3.5 year(s) later.

#### 7.7 Authorities

##### 7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Solinda Phan

Title: Supply Officer

Shared Services Canada  
Procurement and Vendor Relationships  
Place Du Portage, Phase III, 12C1-102-64  
11 Laurier Street  
Gatineau, Quebec  
K1A0S5

Telephone: (819) 956-1363

E-mail address: [solinda.phan@ssc-spc.gc.ca](mailto:solinda.phan@ssc-spc.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.

**7.7.2 Technical Authority**

The Technical Authority for the Contract is:

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

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

**7.7.3 Contractor's Representative**

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

**7.8 Payment**

**7.8.1 Basis of Payment**

- 7.8.1.1 **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, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- 7.8.1.2 **Pre-Authorized Travel and Living Expenses:** Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work outside the National Capital Area, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of both the Technical Authority and Contracting Authority. All payments are subject to government audit. The Contractor will not be able to charge for time spent travelling at the per diem rates set out in the Contract.
- 7.8.1.3 **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.
- 7.8.1.4 **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If 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 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.

**7.8.1.1 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 is described elsewhere in the Contract.

## 7.8.2 Limitation of Expenditure

7.8.2.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are extra, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

7.8.2.2 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:

7.8.2.2.1 it is 75 percent committed, or

7.8.2.2.2 4 months before the Contract expiry date, or

7.8.2.2.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

7.8.2.3 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.

**7.8.3 Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:

7.8.3.1 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.

7.8.3.2 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 TA.

## 7.8.4 Payment Credits

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

7.8.4.2 **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan



describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

**7.8.4.3 Termination for Failure to Meet Availability:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:

7.8.4.3.1 the total amount of credits for a given monthly billing cycle reach a level of 10%; or

7.8.4.3.2 the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless the Contractor has sustained the Availability Level during those months.

**7.8.4.4 Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period, including during implementation.

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

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

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

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

#### **7.8.5 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

7.8.5.1 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.

7.8.5.2 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 Discretionary Audit - Commercial Goods and/or Services (if applicable)**

7.9.1 The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.



- 7.9.2 If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.
- 7.9.3 If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

## **7.10 Invoicing Instructions**

- 7.10.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 7.10.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 7.10.3 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.
- 7.10.4 The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

## **7.11 Certifications**

- 7.11.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.
- 7.11.2 **Federal Contractors Program for Employment Equity – Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

## **7.12 Applicable Laws**

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

## **7.13 Priority of Documents**

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

- 7.13.1 these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- 7.13.2 Supplemental General Conditions, in the following order:
  - 7.13.2.1 4006 (2010-08-16);
- 7.13.3 General Conditions 2035 (2013-06-27);
- 7.13.4 Annex A, Statement of Work, including its Appendices as follows;
  - 7.13.4.1 Appendix A to Annex A – Task Authorization Procedures;



- 7.13.4.2 Appendix B to Annex A – Task Authorization Request and Acceptance Form;
- 7.13.4.3 Appendix C to Annex A – Resource Assessment Criteria and Response Tables; and
- 7.13.4.4 Appendix D to Annex A – Certification at the Task Authorization Stage;
- 7.13.5 Annex B, Basis of Payment;
- 7.13.6 Annex C, Security Requirements Check List;
- 7.13.7 Annex D, Federal Contractors Program for Employment Equity – Certification (if applicable);
- 7.13.8 Annex E, Insurance Requirements
- 7.13.9 the signed Task Authorizations;
- 7.13.10 the Contractor's bid dated \_\_\_\_\_, as amended \_\_\_\_\_, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

#### **7.14 Foreign Nationals (Canadian Contractor)**

- 7.14.1 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.*

#### **7.15 Foreign Nationals (Foreign Contractor)**

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

#### **7.16 Insurance Requirements**

- 7.16.1 The Contractor must comply with the insurance requirements specified in Annex E. 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.
- 7.16.2 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.
- 7.16.3 The Contractor must 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 and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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

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.



### 7.17.1 **First Party Liability:**

- 7.17.1.1 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:
- 7.17.1.1.1 any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - 7.17.1.1.2 physical injury, including death.
- 7.17.1.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 7.17.1.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its 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.
- 7.17.1.4 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 subparagraph 1.1.1 above.
- 7.17.1.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
- 7.17.1.5.1 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
  - 7.17.1.5.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 1.5.2 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.
  - 7.17.1.5.3 In any case, the total liability of the Contractor under subparagraph 1.5 will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- 7.17.1.6 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.

### 7.17.2 **Third Party Claims:**

- 7.17.2.1 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.
- 7.17.2.2 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 2.1, 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.

7.17.2.3 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 2.

## **7.18 Professional Services - General**

7.18.1 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.

7.18.2 If the Contractor fails to deliver any deliverable (excluding delivery of an 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.

7.18.3 In General Conditions 2035, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

### **Replacement of Specific Individuals**

7.18.3.1 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:

7.18.3.1.1 the name, qualifications and experience of a proposed replacement immediately available for Work; and

7.18.3.1.2 security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

7.18.3.2 Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:

7.18.3.2.1 exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under the Section titled "Default of the Contractor", or

7.18.3.2.2 assess the information provided under subparagraph 1 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 subparagraph 2.1 above, or require another replacement in accordance with this subarticle.

Where an Excusable Delay applies, Canada may require subparagraph 2.2 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.

7.18.3.3 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.

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

## **7.19 Safeguarding Electronic Media**

7.19.1 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.

7.19.2 If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

## **7.20 Representations and Warranties**

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

## **7.21 Access to Canada's Property and Facilities**

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

## **7.22 Contractor's Identification Protocol Responsibility**

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

7.22.1 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;

7.22.2 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

7.22.3 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.



7.22.4 If the Contractor is, in Canada's determination, in breach of any obligation stated in this Article, upon written notice from Canada, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

7.22.5 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.

### **7.23 Transition Services at end of Contract Period**

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

### **7.24 Termination for Convenience**

7.24.1 With respect to Section 30 of General Conditions 2035, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

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.



## **ANNEX A**

### **STATEMENT OF WORK**

(The Statement of Work and its appendices are attached as separate documents)



**ANNEX B**

**BASIS OF PAYMENT**

For the provision of Professional Services, as and when requested by Canada through a validly issued Task Authorization, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm All Inclusive Per Diem rates for work performed pursuant to this Contract, Applicable Taxes extra. The Firm All Inclusive Per Diem Rate will be pro-rated for partial days.

<b>FIRM ALL INCLUSIVE PER DIEM RATE FOR THE CONTRACT PERIOD</b>		
<b>Service Line</b>	<b>Level</b>	<b>Per Diem Rate</b>
IT Sourcing Advice and Strategy Specialist	Junior	
	Intermediate	
	Senior	
IT Benchmarking Specialist	Junior	
	Intermediate	
	Senior	
IT Contract Design and Execution Specialist	Junior	
	Intermediate	
	Senior	



## **ANNEX C**

### **SECURITY REQUIREMENTS CHECK LIST**

(The SRCL is attached as a separate document)



## ANNEX D

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



## ANNEX E

### INSURANCE REQUIREMENTS

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:
  - 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:





Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



### ATTACHMENT 3.1 – PRICING TABLES

Bidders are required to complete the following pricing tables.

<b>FIRM ALL INCLUSIVE PER DIEM RATE FOR THE CONTRACT PERIOD</b>				
<b>Service Line</b>	<b>Weight</b>	<b>Level</b>	<b>Weight</b>	<b>Per Diem Rate</b>
IT Sourcing Advice and Strategy Specialist	40%	Junior	30%	
		Intermediate	30%	
		Senior	40%	
IT Benchmarking Specialist	30%	Junior	30%	
		Intermediate	30%	
		Senior	40%	
IT Contract Design and Execution Specialist	30%	Junior	30%	
		Intermediate	30%	
		Senior	40%	



## ATTACHMENT 4.1 – TECHNICAL CRITERIA

### Substantiation of Technical Compliance

**Note to Bidders: Read all of the following criteria in relation to size, scope and complexity of the work requirements described in Annex A – Statement of Work.**

Only references of the Bidder themselves will be used for evaluation.

Unless otherwise indicated, client references provided for each technical criterion may be used in a separate technical criterion. For example, if References A, B, and C are used on M.1, they can also be used for M.2.

### 1. Mandatory Requirements

*Note that failure to provide the required information will result in non-compliant proposal.*

#### 1.1 Client References

Wherever a client reference is requested in the mandatory requirements, the proposal **must** include client references. The Shared Services Canada (SSC) evaluation team may contact each reference to verify the information provided in the proposal and may ask additional questions.

Criteria ID	Criteria	Met / Not Met
M.1	<p>A separate client reference for three (3) individual projects, i.e. three (3) client references, completed within the last seven (7) years which substantiates the Bidder's delivery of advisory services in support of the planning, designing and execution of <b>information technology (IT) sourcing strategies</b> where each project was valued greater than \$500 million.</p> <p>Each client reference must have included contract delivery and contract management activities.</p> <p>One (1) of the three (3) references must specifically relate to the delivery of an <u>IT outsourcing strategy</u>.</p>	
M.2	<p>A separate client reference for three (3) individual projects, i.e. three (3) client references, completed within the last seven (7) years which substantiates the Bidder's delivery of <b>IT sourcing strategies</b> to an organization that resides in a <b>World Trade Organization signatory country, other than Canada</b>.</p>	
M.3	<p>A separate client reference for three (3) individual projects, i.e. three (3) client references, completed within the last seven (7) years which substantiates the Bidder's delivery of advisory services in support of the planning, designing and execution of <b>IT benchmarking activities</b>.</p> <p>For the purposes of this requirement, each client reference must be from an organization with a minimum of 5,000 employees.</p>	



Criteria ID	Criteria	Met / Not Met
M.4	A separate client reference for three (3) individual projects, i.e. three (3) client references, completed within the last seven (7) years which substantiates the Bidder's delivery of <b>IT benchmarking activities</b> where each project was valued greater than \$500,000.	
M.5	A separate client reference for two (2) individual projects, i.e. two (2) client references, completed within the last seven (7) years which substantiates the Bidder's delivery of services to transformation initiatives involving <b>data centre consolidation</b> .  For the purposes of this requirement, each client reference must be from an organization with a minimum of 5,000 employees.	
M.6	A separate client reference for two (2) individual projects, i.e. two (2) client references, completed within the last seven (7) years which substantiates that the Bidder has completed the preparation of competitive procurement materials specific to all following items for Sourcing Agreements:  <ul style="list-style-type: none"> <li>a. Statement of Work/Requirements for Sourcing Agreement;</li> <li>b. Technical Evaluation Criteria and Process for Sourcing Agreement;</li> <li>c. Financial Evaluation Criteria and Process for Sourcing Agreement;</li> <li>d. Terms and Conditions of Sourcing Agreement; and</li> <li>e. Support for negotiation of contracts with prospective suppliers, including software contracts.</li> </ul> For the purposes of this requirement, each client reference must be from an organization with a minimum of 5,000 employees.	

## 1.2 Corporate Information and Methodologies

The proposal **must** include information from the Bidder which substantiates the following requirements. The Bidder should provide sufficient detail to substantiate the extent to which its references satisfy the criteria.

Criteria ID	Criteria	Bidder's Response	
		Substantiation of Technical Compliance	Reference to Additional Documentation within the Bid
M.7	The Bidder must have a physical office in at least three (3) continents.  For the purposes of this criteria, the continents are defined as follows:		



Criteria ID	Criteria	Bidder's Response	
		Substantiation of Technical Compliance	Reference to Additional Documentation within the Bid
	<ul style="list-style-type: none"> <li>- North America;</li> <li>- South America;</li> <li>- Europe;</li> <li>- Asia;</li> <li>- Africa; and</li> <li>- Australia.</li> </ul> <p>The Bidder must provide the address and contact name for a minimum of three (3) offices.</p>		
M.8	<p>The Bidder must demonstrate a “<b>bench-strength</b>” consisting of a minimum of fifty (50) qualified employees available to provide the services required to meet the requirements as described in Annex A – Statement of Work.</p>		
M.9	<p>The Bidder must demonstrate a corporate approach to <b>tools, methodology</b> and the existence of a <b>vendor/market intelligence database</b> used in the development and delivery of sourcing strategies and benchmarking activities.</p> <p>The proposal must provide a description with sufficient detail to substantiate the extent to which the Bidder's methodology and approach addresses the following elements:</p> <ul style="list-style-type: none"> <li>a. Sources of information and best practices;</li> <li>b. The extent to which the knowledge base captures the Bidder's global experience;</li> <li>c. Regular updating of the knowledge base;</li> <li>d. Regular updating of price information related to IT sourcing requirements; and</li> <li>e. Acquisition of information and best practices from a “practitioner” vs. a “research” point of view.</li> </ul>		



## 2. Point Rated Requirements

### 2.1 Client References

Wherever a client reference is requested in the point rated requirements, the proposal **should** provide the following information for **each** client reference. The SSC evaluation team may contact each reference to verify the information provided in the proposal and may ask additional questions.

*Note that failure to provide the required information will result in a score of zero.*

Criteria ID	Criteria	Maximum Points Available
R.1	<p>The Bidder should provide client references for consulting engagements completed within the last seven (7) years where each individual consulting engagement had a value of greater than \$20 million.</p> <p>The value of the engagement refers to the “contract value” of the engagement between the Bidder and its client, and not the value of the project that was undertaken by the Bidder.</p> <p>Twenty (20) points will be awarded for each completed engagement up to a maximum of five (5) engagements.</p>	100
R.2	<p>The Bidder should provide client references for IT outsourcing engagements completed within the last seven (7) years where the services were provided for organizations with more than 10,000 employees.</p> <p>Ten (10) points will be awarded for each completed engagement up to a maximum of ten (10) engagements.</p>	100
R.3	<p>The Bidder should provide client references for data centre consolidation engagements completed within the last seven (7) years where the services were provided for organizations with more than 5,000 employees AND each engagement resulted in the consolidation of at least three (3) data centres.</p> <p>Ten (10) points will be awarded for each completed engagement up to a maximum of ten (10) engagements.</p>	100
R.4	<p>The Bidder should provide client references for IT benchmarking engagements completed within the last seven (7) years where the services were provided for organizations with more than 5,000 employees.</p> <p>Ten (10) points will be awarded for each completed engagement up to a maximum of ten (10) engagements.</p>	100
R.5	<p>The Bidder should include client references for IT consulting engagements completed within the last seven (7) years in addition to any previously stated references in the Mandatory Requirements where the value of each</p>	100



Criteria ID	Criteria	Maximum Points Available
	<p>engagement was greater than \$20 million.</p> <p>The client reference must be different from those provided in response to any Mandatory or Point-Rated Requirements.</p> <p>The value of the engagement refers to the “contract value” of the engagement between the Bidder and its client, and not the value of the project that was undertaken by the Bidder.</p> <p>Twenty (20) points will be awarded for each completed engagement up to a maximum of five (5) engagements.</p>	

## 2.2 Corporate Information

The proposal **should** include information from the Bidder which substantiates the following requirements. The Bidder should provide sufficient detail to substantiate the extent to which its references satisfy the criteria.

Criteria ID	Criteria	Maximum Points Available	Bidder’s Response	
			Substantiation of Technical Compliance	Reference to Additional Documentation within the Bid
R.6	<p>The Bidder should demonstrate that the vendor has provided these IT sourcing and benchmarking services completed within the last seven (7) years in support of large, high-profile transformation initiatives that include data centre and telecommunications consolidations of substantive size and similar scope and complexity to those described herein, and where the project value was over \$1 billion.</p> <p>One hundred (100) points will be awarded for each project up to a maximum of five (5) projects.</p>	500		



**FORM 1**

**BID SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <b><i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i></b>	
<b>Jurisdiction of Contract:</b> Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant 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 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force adjustment directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
<b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the Bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]	
<b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i> <b><i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security</i></b>	





<b><i>clearance is not valid for the Bidder.</i></b>	
<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"><li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>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.</li></ol>	
<b>Signature of Authorized Representative of Bidder</b>	



**FORM 2**

**CLIENT REFERENCE VERIFICATION FORM  
FOR MANDATORY TECHNICAL CRITERIA**

<b>Bidder</b>	Name:
	Address:

As a Reference for the firm identified above, by signing below, I confirm that I am a representative of the Organization identified below and that I have read and understood the Mandatory Technical Criteria described in the bid solicitation.

An email attestation from the primary or backup contact will be accepted. The email attestation must accompany the completed form(s) as an attachment and should include a statement in the email itself similar to the following: "As a Reference for the firm identified in the attached, by providing this email, I confirm that I am a representative of the Organization identified in the attached and that I have read and understood the Mandatory Technical Criteria described in the attached page(s)."

The Contact should enter "Yes" or "No" or "UR", where "UR" means Unable to Respond, for each Mandatory Technical Criterion (M.1 to M.6) in the table below. If the Contact does not enter "Yes" or "No" or "UR" for a Mandatory Technical Criterion, the response will be deemed to be "No" for that Mandatory Technical Criterion.

By responding "Yes" in the table below to a Mandatory Technical Criterion, the Contact agrees that the Bidder named above has delivered all of the services in the quantities and/or durations specified for the Mandatory Technical Criterion under the contract referenced below.

By responding "No" in the table below to a Mandatory Technical Criterion, the Contact agrees that the Bidder named above has not delivered all of the services in the quantities and/or durations specified for the Mandatory Technical Criterion under the contract referenced below.

By responding "Unable to Respond" ("UR") in the table below to a Mandatory Technical Criterion, the Contact agrees that it is unwilling or unable to provide any information about whether the Bidder named above has delivered all of the services in the quantities and/or durations specified for the Mandatory Technical Criterion under the contract referenced below. So that Canada can ensure this process is fair to all the Bidders, if the Contact chooses a response that indicates "Unable to Respond" for any of the Mandatory Technical Criteria in the table below, it will be treated as a "No" response.

Mandatory Technical Criteria:  
(Client reference to complete)

	Yes	No	UR
M.1			
M.2			
M.3			
M.4			
M.5			
M.6			



*(Bidder to complete):*

Client Organization Name: \_\_\_\_\_

Client Contract Number for Reference Project (if applicable): \_\_\_\_\_

Name of Project Authority / Executive:	
Project Name:	
Project Start and End Dates:	
Brief Project Description: (maximum of 250 words)	
Relevance to Evaluation Criteria: (maximum of 250 words)	

*(Client reference to complete):*

<b>Primary Contact Information</b>	Name: Title: Phone: Email: Signature: Date:
<b>Backup Contact Information from the same organization</b>	Name: Title: Phone: Email: Signature: Date:



**FORM 3**

**CLIENT REFERENCE VERIFICATION FORM  
FOR POINT RATED TECHNICAL CRITERIA**

<b>Bidder</b>	Name:
	Address:

As a Reference for the firm identified above, by signing below, I confirm that I am a representative of the Organization identified below and that I have read and understood the Point Rated Technical Criteria described in the bid solicitation.

An email attestation from the primary or backup contact will be accepted. The email attestation must accompany the completed form(s) as an attachment and should include a statement in the email itself similar to the following: "As a Reference for the firm identified in the attached, by providing this email, I confirm that I am a representative of the Organization identified in the attached and that I have read and understood the Point Rated Technical Criteria described in the attached page(s)."

The Contact should enter "Yes" or "No" or "UR", where "UR" means Unable to Respond, for each Point Rated Technical Criterion (R.1 to R.5) in the table below. If the Contact does not enter "Yes" or "No" or "UR" for a Point Rated Technical Criterion, the response will be deemed to be "No" for that Point Rated Technical Criterion.

By responding "Yes" in the table below to a Point Rated Technical Criterion, the Contact agrees that the Bidder named above has delivered all of the services in the quantities and/or durations specified for the Point Rated Technical Criterion under the contract referenced below.

By responding "No" in the table below to a Point Rated Technical Criterion, the Contact agrees that the Bidder named above has not delivered all of the services in the quantities and/or durations specified for the Point Rated Technical Criterion under the contract referenced below.

By responding "Unable to Respond" ("UR") in the table below to a Point Rated Technical Criterion, the Contact agrees that it is unwilling or unable to provide any information about whether the Bidder named above has delivered all of the services in the quantities and/or durations specified for the Point Rated Technical Criterion under the contract referenced below. So that Canada can ensure this process is fair to all the Bidders, if the Contact chooses a response that indicates "Unable to Respond" for any of the Point Rated Technical Criteria in the table below, it will be treated as a "No" response.

Point Rated Technical Criteria:  
(Client reference to complete)

	Yes	No	UR
R.1			
R.2			
R.3			
R.4			
R.5			



*(Bidder to complete):*

Client Organization Name: \_\_\_\_\_

Client Contract Number for Reference Project (if applicable): \_\_\_\_\_

Name of Project Authority / Executive:	
Project Name:	
Project Start and End Dates:	
Brief Project Description: (maximum of 250 words)	
Relevance to Evaluation Criteria: (maximum of 250 words)	

*(Client reference to complete):*

<b>Primary Contact Information</b>	Name: Title: Role in the Project: Phone: Email: Signature: Date:
<b>Backup Contact Information from the same organization</b>	Name: Title: Role in the Project: Phone: Email: Signature: Date:



**FORM 4**

**SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM**

<b>Mandatory Technical Criteria that requires substantiation by the Bidder</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
M.7		
M.8		
M.9		
<b>Point-Rated Technical Criteria that requires substantiation by the Bidder</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
R.6		



**FORM 5**

**CODE OF CONDUCT CERTIFICATION FORM**

<b>Adresse de courriel /E-mail Address:</b>
<b>Ministère/Department:</b>
<b>Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier</b>
<b>Adresse du fournisseur / Supplier Address</b>
<b>NEA du fournisseur / Supplier PBN</b>
<b>Numéro de la demande de proposition Request for Proposal Number</b>
<b>Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)</b>
<b>1. Membre / Director</b>
<b>2. Membre / Director</b>
<b>3. Membre / Director</b>
<b>4. Membre / Director</b>
<b>5. Membre / Director</b>
<b>6. Membre / Director</b>
<b>7. Membre / Director</b>
<b>8. Membre / Director</b>
<b>9. Membre / Director</b>
<b>10. Membre / Director</b>
<b>Autres Membres/ Additional Directors:</b>