

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

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

11 Laurier St., / 11, rue Laurier

Place du Portage, Phase III

Core 0A1/Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet IT PROFESSIONAL SERVICES		
Solicitation No. - N° de l'invitation 47051-144824/A	Date 2013-09-30	
Client Reference No. - N° de référence du client 1000314824		
GETS Reference No. - N° de référence de SEAG PW-\$\$EL-606-26446		
File No. - N° de dossier 606el.47051-144824	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-12		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Mansour, Silvana		Buyer Id - Id de l'acheteur 606el
Telephone No. - N° de téléphone (819) 956-3519 ()	FAX No. - N° de FAX (819) 956-5925	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY 5TH FL. 250 TREMBLAY RD. OTTAWA Ontario K1A0L8 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

4C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

BID SOLICITATION
INFORMATICS PROFESSIONAL SERVICES
FOR
CANADA BORDER SERVICES AGENCY (CBSA)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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List of Annexes to the Resulting Contract:

Annex A Statement of Work

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

606e1

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1000314824

File No. - N° du dossier

606e147051-144824

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Annex B	Basis of Payment
Annex C	Security Requirements Check List
Annex D	Federal Contractors Program for Employment Equity - Certification
Annex E	Non-Disclosure Agreement

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

- Attachment 3.1: Bid Submission Form

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

- Attachment 4.1: Evaluation Criteria
- Attachment 4.2 Pricing Schedule

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BID SOLICITATION FOR INFORMATICS PROFESSIONAL SERVICES FOR CANADA BORDER SERVICES AGENCY (CBSA)

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, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work and the Task Authorization Form and any other annexes including the Basis of Payment, the Security Requirement Check List, the Federal Contractors Certification and the Non-Disclosure Agreement, and attachments including the Bidders Form, the Evaluation Criteria and the Pricing Schedule.

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of Canada Border Services Agency (the "**Client**") for professional services to assist with the preparation, analysis and management of existing commercial off-the-shelf products procured and used within an integrated solution by eManifest and other related projects, to support the business deliverables within e-manifest for the resolution of key commodities and trade chain partners, to optimize the use of the Operational Decision Management (ODM) system to include future eManifest requirements, and to address all outstanding change requests to existing requirements and design decisions as they are resolved by CBSA.

CBSA requires subject matter expertise in customs commercial processing, customs reporting, commercial supply chain initiatives with the trading community and IBM technologies (Languageware, Omnifind, Quality Stage and DataStage and AVI, Master Data Management (MDM), and Operational Decision Manager, IBM InfoSphere Identity Insight and Global Name Recognition).

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It is intended to result in the award of a contract for 18 months, plus one-year irrevocable option allowing Canada to extend the term of the contract.

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

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 *Code of Conduct and Certifications* of Standard Instructions 2003 (2013-06-01).

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.

The requirement is subject to the provisions of the *World Trade Organization Agreement on Government Procurement* (WTO-AGP), the *North American Free Trade Agreement* (NAFTA), the *Canada-Chile Free Trade Agreement* (CCFTA), the *Canada-Peru Free Trade Agreement* (CPFTA), the *Canada-Colombia Free Trade Agreement* (CColFTA), the *Canada-Panama Free Trade Agreement* (CPanFTA) if it is in force, and the *Agreement on Internal Trade* (AIT).

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 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

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (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.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- (i) Delete: sixty (60) days
 - (ii) Insert: one hundred and eighty (180) days

2.5 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted.

2.6 Former Public Servant

- (a) Information Required
- 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.
- (b) 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:
- an individual;
 - an individual who has incorporated;
 - a partnership made of former public servants; or
 - 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.

(c) 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:

name of former public servant;

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 web sites 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.

(d) 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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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.

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2.7 Enquiries - Bid Solicitation

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

2.8 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 Basis for Canada's Ownership of Intellectual Property

- (a) The Canada Border Services Agency has determined that any intellectual property arising from the performance of the Work under the Contract will belong to Canada, on the following grounds:
 - (i) National Security

2.7 Volumetric Data

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (4 hard copies) and one soft copy on CD
- (ii) Section II: Financial Bid (2 hard copies)
- (iii) Section III: Certifications (one hard copy)

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

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

- (b) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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

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

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

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

- (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(e) Joint Venture Experience:

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

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

3.2 Section I: Technical Bid

- (a) In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (b) The technical bid consists of the following:
 - (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment "3.1" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and 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.
 - (ii) **Security, Financial & Other Requirements:** required by Part 6 of the bid solicitation. Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	

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Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment "4.1", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment "4.1", where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iv) **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the Resource Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given resource category.
- (v) **Proposed Resources:** The technical bid must include résumés for the resources identified in Attachment "4.1". The same individual must not be proposed for more than one resource category. The Technical Bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued

by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.

- (D) For work experience, PWGSC will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). PWGSC will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- (F) For work experience to be considered by PWGSC, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

(vi) Customer Reference Contact Information:

- (A) The Bidder must provide customer references who must each confirm, when requested by PWGSC, the facts identified in the Bidder's bid, as required by Attachment "4.1".
- (B) For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

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 référence. Crown references will be accepted.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule in Attachment 4.2. 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.
- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - (i) the rate bid must not increase by more than 5% from one time period to the next, and
 - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **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

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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.

(c) SACC Manual Clauses:

(i) C3011T (2010-01-11), Exchange Rate Fluctuation

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.5 Section IV: Additional Information

Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

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

City, Province, Territory / State

Postal Code / Zip Code

Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for Survey:** If Canada wishes to survey the Bidder's facilities, the Bidder must make its facilities available for this purpose within 5 working days of a request by the Contracting Authority.
 - (iii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in its bid; or
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - (iv) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**
 - (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
 - (ii) The mandatory requirements are described in Attachment 4.1.
- (b) **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1.

(c) Reference Checks:

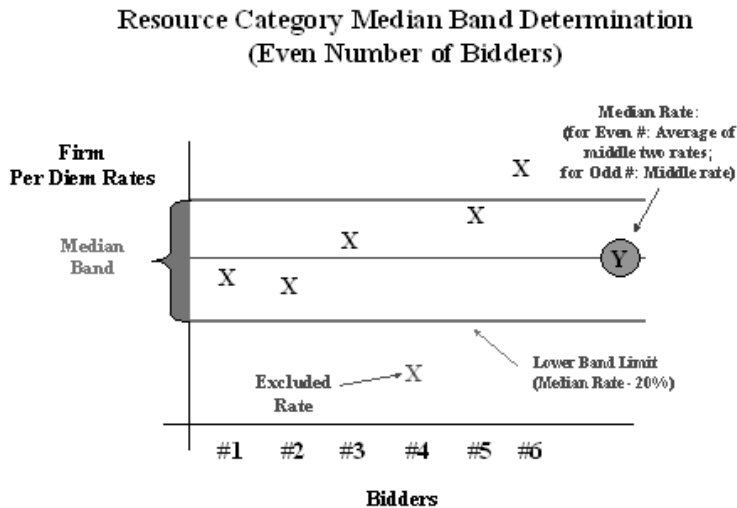
- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48-hour period using the e-mail address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

4.3 Financial Evaluation

- (a) **Financial Calculation:** The financial evaluation will be conducted using the pricing tables completed by the bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) (or the Lower Median Band Limit, whichever is higher) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 4.2, Pricing Schedule. The sum of such rates will constitute the Financial Evaluated Price for that Bidder.
- (b) **Firm Per Diem Median Rate Evaluation Method**
 - (i) **Use of Method:** The firm per diem rate median calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource that is lower than the Lower Median Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.
 - (ii) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual resource a median rate will be determined for each Resource Category. A median will be used to calculate a median band against which each Bidder's per diem rate will be established for the Initial Contract Period, and another median will be established for each of the option period(s). For each Resource Category, the median band will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the median rate to a value of minus (-) 20% of the median. The Lower Median Band Limit for each Resource Category is set at 80% of the median. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Median Band Limit, that Bidder's

financial evaluation will be conducted using a per diem rate equal to the Lower Median Band Limit for that Resource Category.

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



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

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

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

(c) **Formulae in Pricing Tables**

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

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

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

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided

for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;

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

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (b) The responsive bid that obtains the highest combined rating of technical merit and price will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 70 while the greatest possible Total Financial Score is 30.
 - (i) Calculation of Total Technical Score: The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points}} \times 70 = \text{Total Technical Score}$$
 - (ii) Calculation of Total Financial Score: The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 30 = \text{Total Financial Score}$$
 - (iii) Calculation of the Total Bidder Score: The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

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Total Technical Score + Total Financial Score = Total Bidder Score

- (c) In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Technical Score will become the top-ranked bidder.
- (d) One contract may be awarded in total as a result of this bid solicitation.
- (e) 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.

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

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.

2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, 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) 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, or any member of the Bidder if the Bidder is a Joint Venture, 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, or any member of the Contractor if the Contractor is a Joint Venture, 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. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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.

3. Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E , and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

4. Professional Services Resources

- (a) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.
- (c) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
 - (i) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - (ii) the name, qualifications and experience of a proposed replacement immediately available for work; and
 - (iii) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- (A) set aside the bid and give it no further consideration; or
- (B) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

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

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5. Certification of Language - English Essential

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iv) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents web-site.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

- 6.2 CBSA SECURITY REQUIREMENT:** The Canada Border Services Agency (CBSA) will conduct its own personnel Reliability Status assessment of the Bidder's proposed individuals** as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security - Personnel Security Standard, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

For each proposed individual, the Bidder must submit a completed signed original TBS 330-23 Form - Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>) upon request of the Contracting Authority prior to Contract Award.

In the event the Bidder's proposed individuals do not pass the security screening process required by the CBSA, the Bidder's proposal will be considered non-responsive and the next ranked Bidder will be contacted. If only one bid was obtained and the Bidder's proposed individuals do not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the Bidder and its proposed individuals are considered

suitable by the CBSA, no contract will be awarded and the Bidder's proposed individuals shall not be permitted access to Protected or Classified information or assets, and further, shall not be permitted to enter sites where such information or assets are kept.

** Bidder's individuals can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA Protected or Classified information or assets are kept.

6.3 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must 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."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) providing professional services, as and when requested by Canada to one or more locations in the National Capital Area to be designated by Canada.
- (b) **Client:** Under the Contract, the "**Client**" is Canada Border Services Agency (CBSA).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

7.2 Optional Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A, Statement of Work of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.3 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Form and Content of Task Authorization:**
- (i) The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Appendix A to Annex A.
- (ii) The draft 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 draft TA will also include the applicable basis (bases) of payment as specified in the Contract.

- (iii) A draft Task Authorization must also contain the following information, if applicable:
- (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;
 - (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days of effort required;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the level of security clearance required of resources;
 - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (M) any other constraints that might affect the completion of the task.
- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Project Authority, within 3 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- (d) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, a TA must include the following signatures:
- (i) For any TA, inclusive of revisions, with a value less than or equal to \$300,000.00, the TA must be signed by the Project Authority; and
 - (ii) For any TA with a value greater than this amount, a TA must be signed by the Project Authority and Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in subarticle (i) above; any suspension or reduction notice is effective upon receipt.

(e) Periodic Usage Reports:

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
 - (ii) The quarterly periods are defined as follows:
 - (A) 1st quarter: April 1 to June 30;
 - (B) 2nd quarter: July 1 to September 30;
 - (C) 3rd quarter: October 1 to December 31; and
 - (D) 4th quarter: 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.
 - (iii) Each report must contain the following information for each validly issued TA (as amended):
 - (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - (B) a title or a brief description of the task;
 - (C) the name and Category of Resource of each resource involved in performing the TA, as applicable;
 - (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
 - (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - (F) the start and completion date for each authorized task; and
 - (G) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (f) 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.

7.4 Minimum Work Guarantee

- (a) In this clause,
 - (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding Applicable Taxes); and
 - (ii) **"Minimum Contract Value"** means 3% of the Maximum Contract Value on the date the contract is first issued.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
 - (i) for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

7.5 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

(a) General Conditions:

- (i) 2035 (2013/06/27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4002 (2010/08/16), Supplemental General Conditions - Software Development or Modification Services;
- (ii) 4007 (2010/08/16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information.

apply to and form part of the Contract.

7.6 Security Requirement

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 1000314824

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor 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 the CISD, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor 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).

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

7.7 Contract Period

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

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 18 months later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) Option to Extend the Contract:

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one-year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.8 Authorities**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name: Silvana Mansour
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Informatics and Telecommunications Systems Procurement Directorate
 Address: 11 Laurier St., PDP III, 4C2, Gatineau, Quebec K1A 0S5
 Telephone: 819-956-3519
 Facsimile: 819-956-2595
 E-mail address: silvana.b.mansour@tpsgc-pwgsc.gcc.ca

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

(b) Project Authority

The Project Authority for the Contract is:

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

In this person's absence, the Project Authority is:

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

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

(c) Contractor's Representative

(Fill in or delete as applicable)

7.9 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information

will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.10 Payment

(a) Basis of Payment

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$_____

- (ii) **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iv) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (v) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) Limitation of Expenditure

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are excluded and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- (A) it is 75 percent committed, or
- (B) 4 months before the Contract expiry date, or
- (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

(c) Method of Payment - Monthly Payment

- (i) H1008C (2008/05/12), Monthly Payment

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

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

(e) SACC Manual Clauses

- (i) C2000C (2007/11/30), Taxes - Foreign-based Contractor

(f) Time Verification

- (i) C0711C (2008/05/12), Time Verification

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

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

7.11 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

- (d) The Contractor must provide the original of each invoice to the Project Authority, and a copy to the Contracting Authority.

7.12 Certifications

- (a) 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.

7.13 Federal Contractors Program for Employment Equity - Default by 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.

7.14 Applicable Laws

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

7.15 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4002 (2010/08/16), Supplemental General Conditions - Software Development or Modification Services;
 - (ii) 4007 (2010/08/16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information
- (c) general conditions (2035)(2013/06/27) Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (h) Annex E, Non-Disclosure Agreement
- (i) the signed Task Authorizations and any Certifications they required;
- (j) the Contractor's bid dated _____ (*date of bid*), as amended _____ (*date(s) of amendment(s) if applicable*), 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.

7.16 Foreign Nationals (Canadian Contractor)

- (a) 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.*

7.17 Foreign Nationals (Foreign Contractor)

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

7.18 Insurance Requirements**(A) Compliance with Insurance Requirements**

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

(B) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

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

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(C) **Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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

7.19 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada

with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from 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.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) Third Party Claims:

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to

have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

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

7.20 Joint Venture Contractor

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

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

7.21 Training

- (a) **Providing Training:** The Contractor must provide hands-on-training to CBSA end users (up to 12 users) on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract. The training must be provided at one of CBSA's designated location in the National Capital Area, as requested in the Task Authorization, at no additional cost to Canada.

7.22 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract.

All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

- (b) If the Contractor fails to deliver any deliverable (excluding delivery of 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 Project Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

- (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
- (B) security information on the proposed replacement as specified by Canada, if applicable.

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

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

- (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under the Section titled "Default of the Contractor", or
- (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Project Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact

that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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

7.23 Safeguarding Electronic Media

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

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

7.25 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 Project 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.

7.26 Implementation

- (a) **Implementation of Professional Services:** If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Project Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than 5 working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

7.27 Termination for Convenience

With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

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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.

7.28 Identification Protocol Responsibilities

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

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A**STATEMENT OF WORK****1.0 BACKGROUND**

Since its creation in 2003, the CBSA has undergone significant changes to its overall structure. It is currently adjusting its operational and technological organization to better meet security concerns and manage its resources in support of risk management and assessment activities. Through eManifest, CBSA is focusing on advance electronic reporting of shipments, conveyances, equipment, crew and importer trade data to facilitate the risk assessment of these entities before arriving in Canada. The desired end-state is an agile risk management framework that adjusts to the evolving security environment, maximizing its use and analysis of advance data to make informed decisions on targeting and inspections for shipments, conveyances, equipment and crew in the Air, Marine, Highway and Rail modes.

CBSA leveraged professional services provided for in the procurement of a suite of the IBM tools that included Languageware, and Omnifind for the configuration of these tools. Current configuration of the ODM product is ongoing. During these configuration exercises opportunities around design decisions and requirement changes identified the need for a broader set of expertise to assist us in the fully integrated development of the IBM suite of tools.

2.0 OBJECTIVE

The Contractor will provide professional services to CBSA, Major Projects Branch, to assist with the preparation, analysis and management of IBM suite of commercial off the shelf products procured by e-Manifest and other related projects. The Contractor will support the business deliverables within eManifest for the resolution of key commodities and trade chain partners, using the procured products within an integrated solution and optimizing the use of the Operational Decision Management (ODM) system to include future eManifest requirements. The Contractor will react to and address all outstanding change requests to existing requirements and design decisions as they are resolved by CBSA.

CBSA requires subject matter expertise in customs commercial processing, customs reporting, commercial supply chain initiatives with the trading community and IBM technologies (Languageware, Omnifind, Quality Stage/DataStage/AVI, Master Data Management (MDM), and Operational Decision Manager, IBM InfoSphere Identity Insight and Global Name Recognition).

3.0 BUSINESS AND TECHNICAL ENVIRONMENT**3.1 Business Environment**

- 3.1.1 CBSA's regular working hours are Monday to Friday, between 7am to 6pm Eastern Time (Standard Workday)
- 3.1.2 The Contractor will provide the Services within the Standard Workday of CBSA, as identified above, with the occasional requirement to provide services outside the Standard Workday, as weekends and evenings at the per diem rates stated in the Basis of Payment, Annex B.

3.2 *Technical Environment*

- 3.2.1 The Contractor will provide Services in conformance with the CBSA's standard desktop operating software, currently, Microsoft Office Suites (including Word, Excel, and Powerpoint)
- 3.2.2 The CBSA Commercial Systems Division utilizes an iterative software development process framework. The CBSA Commercial Systems are based on a 3-tier mainframe architecture with the following technologies:

IBM Websphere Application Server residing in a MVS Z/OS platform

Weblogic Application Server residing in a distributed Sun Solaris platform (i.e. UNIX)

Presentation Layer

- Java, JSP, JavaScript, HTML

Application Layer

- JAVA, J2EE, EJB, MDB, MDP, XML using Spring / Hibernate
- Batch mode using COBOL, JCL, TSO/ISPF, Control M, Java
- SSA Name 3 identity software
- MQ Series application interface
- CICS transaction server residing on a MVS Z/OS platform

Data Layer

- JAVA / JDBC, COBOL Data Access Layer
- DB2 / UDB
- MQ Series
- VSAM

4.0 SCOPE

The Scope of work to be supported in this statement of work is confined to the deliverables found in Build 2 and Build 3 of eManifest followed by a period of two months for post-production support.

The Contractor will perform the tasks as and when required by CBSA. The dates below are provided for information and planning purposes only.

- Analyze and implement change requests and design decisions resulting from the earlier phase scheduled to be completed in September 2013. Due December 31, 2013
- Provide hands-on training to CBSA user groups over a period of 60 days. Due December 31, 2013.
- Include CBSA Build 3 requirements in IBM ODM technology over a period of 90 days. Engage or involve the user community in the process. Due March 31, 2014.
- Include CBSA Build 3 requirements in IBM MDM technology over a period of 90 days. Engage or involve the user community in the process. Due July 31, 2014.
- Address change requests and design decisions occurring during CBSA conducted system integration, unit and user testing. From March 31, 2013 to July 31, 2014.
- Provide post-production analysis and advice over a period of 60 days following implementation into production.

- Provide integration and configuration advice, and recommendations related to solution components maximizing international rules methodologies in a customs or border protection environment.
Ongoing length of contract
- Configuration of the Probabilistic Management Engine within the MDM component of the IBM technologies over a period of 120-180 days. Due March 31 2014.
- Create a solution for Scenario Based Targeting transition from current BLAZE product to the IBM ODM tool over a period of 120-180 days. Expected Due date March 1, 2014.
- Develop Scenarios within the IBM ODM tool over a period of 60 to 120 days. Expected due date for completion March 1, 2014.

5.0 RESOURCES AND TASKS

5.1 *Operational Decision Management (ODM) Product Expert*

The Tasks of the ODM Product Expert include, but are not limited to:

- Support business and technical teams by providing expertise and advice regarding the optimization of the ODM product within the CBSA environment.
- Provide recommendations on integration and, guidance with optimization and performance testing.
- Assist the CBSA team in the development of Business Object models and execution of model changes for build 3 requirements and any outstanding build 2 requirements.
- Use knowledge and experience in configuring, installing, integrating and implementing processes of the ODM product to assist CBSA in troubleshooting non-proprietary (CBSA code and design) issues or challenges.
- Transfer knowledge by providing hands-on training to CBSA end users, ensuring consistency with international best practices in Customs and Tax risk assessment during the user acceptance phase of CBSA Build 2.

5.2 *Operational Decision Management (ODM) Senior Rules Developer*

The Tasks of the ODM Senior Rules Developer include, but are not limited to:

- Assist CBSA in the analysis of complex problems specific to ODM related technology and contribute to troubleshooting efforts
- Provide CBSA with advice and guidance on: ODM Rules Orchestration Execution; Business Object Model (BOM) designs, and in-depth rules to ensure performance of ODM
- Conduct Business Domain Analysis
- Provide specialized advice on testing

5.3 *Operational Decision Management (ODM) Software Architect*

The Tasks of the ODM Software Architect include, but are not limited to:

- Provide guidance and assistance with integrating in-house (CBSA) Java wrappers to ODM
- Provide guidance and assistance with integrating ODM with other CBSA COTS and in-house (CBSA) built Java applications
- Provide CBSA Business team with advice and guidance on ODM Rules Orchestration Execution; BOM designs and in-depth rules to ensure performance of ODM.
- Assist CBSA Business team in the analysis of complex business problems specific to ODM and contribute to troubleshooting efforts in order to meet the business functionality.
- Assist CBSA with documenting analysis results for current reporting purposes and future reference.

5.4 Application Architect**The Tasks of the Application Architect include, but are not limited to:**

- Ensure the integration of all aspects of the IBM suite of tools
- Participate in the overall architecture of eManifest IBM products
- Liaise with CBSA's Enterprise Common Services team responsible for the enterprise wide implementation of IBM's MDM (Master Data Management Tool) and CBSA's Project and Enterprise Architecture teams responsible for the implementation of eManifest IBM products.
- Identify, research, develop and suggest implementation of requirements and procedures for the IBM suite of tools that will serve to enable the successful deployment of eManifest from a Commercial Business Intelligence and Risk Assessment Division perspective
- Monitor, evaluate and provide guidance to business management in the development and deployment of the IBM technologies used in eManifest.
- Coordinate and facilitate consultations
- Provide guidance and assistance to optimize the configuration of IBM products Languageware, Omnifind and Operational Decision Manager with respect to outstanding requirements, design decisions and Build 3 needs.
- Configure out-of-the-box instances of InfoSphere and MDM to be used for early CBSA system integration testing.
- Perform data preparation for the ingestion of CBSA and third party data into IBM products.
- Provide guidance and assistance for integrating ODM with other CBSA COTS and in-house built Java applications

5.5 Business Analyst (with expertise in International Customs Risk Assessment and the IBM Suite of Tools)**The Tasks of the Business Analysts include, but are not limited to:**

- Perform business analyses of both functional and non-functional requirements to identify information, procedures and decision flows.
- Evaluate existing procedures and methods, identify and document items.
- Propose and validate new risk assessment methodologies and workflow modifications to incorporate them into production.
- Work closely with the CBSA IT team to ensure business requirements and processes are being met.
- Author rules within the ODM tool
- Coordinate and facilitate consultations

5.6 Master Data Management (MDM) Product Expert**The Tasks of the MDM Product Expert include, but are not limited to:**

- Perform Analysis, mapping, and conduct ingestion of data from the following types of Trade Chain Partner documents:
 - A) Conveyance Reports
 - B) Cargo Documents
 - C) Release Documents
- Process data preparation of the name, address and phone numbers of commercial entities contained in Trade Chain Partner documents.
- Design, implement and test InfoSphere QualityStage/AVI process in order to leverage address validation outputs and incorporate basic and preliminary data stewardship process.

- Integrate batch and in-line InfoSphere QualityStage/AVI outputs with IBM's MDM tool for Trade Chain Partner resolution.
- Enhance the MDM instance to include reference data from up to 3 separate sources using standard web services.

5.7 InfoSphere Identity Insight (ISII) Product Expert

The Tasks of the ISII Product Expert include, but are not limited to:

- Support business and technical teams by providing expertise and advice regarding the ISII product usage to meet the business functional requirements
- Provide assistance in the integration of ISII with non-proprietary CBSA systems.
- Conduct data transformation from multiple legacy formats into canonical forms to be consumed by downstream integration components.
- Perform Design, Code, Unit/System/Performance Test stages for data ingestion/quality/transformation/load processes;
- Analysis of XML, relational DB2 tables, and various text formats;
- Transfer knowledge through documentation and Solution Design Artifacts;

5.8 Languageware and Omnifind Products Expert

The Tasks of the Languageware and Omnifind Expert include but are not limited to:

- Support business teams to deliver the business functionality by providing expertise and advice on the usage of the LanguageWare and Omnifind products
- Assist CBSA with customizing Languageware/Omnifind to meet business requirements.

5.9 Global Name Recognition (GNR) Products Expert

The Tasks of the GNR Product Expert include, but are not limited to:

- Support business and technical teams to deliver business functionality by providing expertise and advice on the usage of the Global Name Recognition Product
- Assist CBSA with user configuration of Global Name Recognition to meet business requirements for the resolution of identities.

5.10 DataStage Quality Stage with AVI Product Expert

The Tasks of the DataStage Quality Stage with AVI Expert include, but are not limited to:

- Provide expert technical advice and direction on the use of QualityStage with AVI in a CBSA environment.
- Assist CBSA with customizing QualityStage with AVI to meet technical and business requirements.

5.11 Java Technical Specialist

The Tasks of the Java Technical Specialist include, but are not limited to:

- Provide expert technical advice and assist CBSA on the optimal use of the IBM suite of tools in an integrated environment.
- Perform Design, Build, Integration, and Unit Testing of IBM software components leveraging JAVA APIs and legacy CBSA technologies;
- Transfer knowledge through documentation and Solution Design Artifacts

5.12 Data Analyst

The Tasks of the Data Analyst include, but are not limited to:

- Perform business and data analysis of customs/trade documentation from internal and external sources;
- Conduct data mapping of disparate formats;

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- Perform Business Rule Authoring and Consulting;
- Provide business consultation on best practices and business impacts;
- Perform business Rules testing and coordination;

6.0 DELIVERABLES

The Contractor will perform the tasks as and when required in accordance with the timelines set in the following list of deliverables:

Deliverables	Time line	Primary Role(s)
Analyze and implement change requests and design decisions resulting from the earlier phase scheduled to be completed in September 2013.	60 days	Business Analyst
Analyze change requests and design decisions received from January 31, 2013 through September 2013 and identify changes to the XOM and/or BOM required to deliver the changes.	60 days	ODM Senior Rules Developer
Provide hands-on training to CBSA - IBM suite of tools users (10 – 12 users).	60 days	ODM Senior Rules Developer
<p>Include CBSA Build 3 requirements in the ODM IBM technologies. Engage and involve the user community in the process. Analyze requirements in order to define the additional business vocabulary required for Build 3</p> <ul style="list-style-type: none"> • Map new vocabulary for Build 3 • Advise CBSA on changes to XOM to accommodate Build 3 rules • Engage or involve the CBSA user community to author the rules for Build 3 in the Design Center • Engage or involve the CBSA user community to incorporate basic data stewardship processes. • Leverage knowledge of international best practices and methodologies for a customs or border services rules based environment 	90 days	<p>ODM Senior Rules Developer ODM Product expert Business Analyst</p>
<p>React and respond to change requests and design decisions occurring during CBSA system integration, unit and user testing.</p> <ul style="list-style-type: none"> • Analyze any change request or design decisions and provide advice on leveraging IBM product capabilities in order to optimize performance and functionality based on issues identified in CBSA testing. 	Not to exceed 60 days	<p>Application Architect Business Analyst</p>
Provide post-production analysis and advice based on	60 days	Application Architect

<p>CBSA identified issues following the implementation into production phase.</p> <ul style="list-style-type: none"> • Provide advice on leveraging IBM product capabilities in order to optimize performance and functionality based on issues identified by CBSA following release into production. • Leverage knowledge of international best practices and methodologies for a customs or border services rules based environment 		Business Analyst
<p>Provide integration and configuration advice, and recommendations related to solution components maximizing international rules methodologies in a customs or border protection environment.</p> <ul style="list-style-type: none"> • Leverage knowledge of complete suite of IBM software products identified within the statement of work. • Apply international best practices and methodologies from a variety of customs or border services rules based environments 	Throughout the entire period of Contract	Application Architect
<p>Configuration of the MDM component of the IBM technologies.</p> <ul style="list-style-type: none"> • Define interchange data format and service interface • Assess non-functional requirements and recommence production infrastructure implementation plan based on consultation with CBSA stakeholders. • "Test" instances of InfoSphere and MDM are established for component integration and testing. • Complete Data analysis and mapping of TCP documents. • Design, implement and unit test InfoSphere QS stages. • Design, implement and unit test InfoSphere QS-AVI stages. • Tune Probabilistic Matching Engine (PME) for Trade Chain Partners. • Finalize implementation plan with deployment code and configurations. 	120-180 days	Application Architect MDM Product Expert Data Stage Quality Stage with AVI component expert. Java Technical expert Data analyst Business Analyst
<p>Create a solution for Scenario Based Targeting (SBT) transition from current BLAZE product to the IBM ODM tool, which includes data preparation and entity resolution.</p>	120-180 days	ODM Senior Rules Developer Business Analyst Architect Software Architect
<p>Develop Scenarios within the IBM ODM tool. Analyze requirements in order to define the additional business vocabulary required for Scenario Based Targeting</p>	60-120 days	ODM Senior Rules Developer Business Analyst Architect

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<ul style="list-style-type: none"> • Map new vocabulary for Scenario Based Targeting • Advise CBSA on changes to XOM to accommodate SBT rules • Engage or involve the CBSA user community to author the rules for Build 3 in the Design Center • Engage or involve the CBSA user community to incorporate basic data stewardship processes. • Leverage knowledge of international best practices and methodologies for a customs or border services rules based environment. 		Software Architect

7.0 REPORTING REQUIREMENTS

The Contractor will provide weekly status reports to the CBSA Project Authority. The Status Report must include and address the following:

- Work activities, planned and accomplished, for the period covered by the status report;
- Risks, issues, and constraints for the next period; and
- Status of the outstanding action activities.

8.0 WORK LOCATION

The location of work will be at CBSA' offices in the National Capital Region and at the Contractor's site.

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APPENDIX A TO ANNEX A**TASK AUTHORIZATION (TA) FORM**

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

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TASK AUTHORIZATION (TA) FORM

CONTRACTOR		CONTRACT NUMBER:	
COMMITMENT #		FINANCIAL CODING:	
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:
Date: _____		Date: _____	
¹ Signature required for projects valued at \$300,000. or more.			
You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.			

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Annex B Basis of Payment

INITIAL CONTRACT PERIOD:

Resource Category	Firm Per Diem Rate
ODM Product Expert	\$
ODM Senior Rules Developer	\$
ODM Software Architect	\$
DataStage Quality Stage with AVI Product Expert	\$
Business Analysts	\$
MDM Product Expert	\$
ISII Product Expert	\$
Languageware/Omnifind Product Expert	\$
Java Technical Specialist	\$
Global Name Recognition Product Expert	\$
Application Architect	\$
Data Analyst	\$

OPTION PERIOD:

Resource Category	Firm Per Diem Rate
ODM Product Expert	\$
ODM Senior Rules Developer	\$
ODM Software Architect	\$
DataStage Quality Stage with AVI Product Expert	\$
Business Analysts	\$
MDM Product Expert	\$
ISII Product Expert	\$
Languageware/Omnifind Product Expert	\$
Java Technical Specialist	\$
Global Name Recognition Product Expert	\$
Application Architect	\$
Data Analyst	\$

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ANNEXC

SECURITY REQUIREMENTS CHECK LIST

(Provided under separate cover)

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).

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Annex E

NON-DISCLOSURE AGREEMENT

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

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date

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ATTACHMENT 3.1 BIDDER FORMS

BID SUBMISSION FORM													
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>													
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 70%;">Name</td><td></td></tr> <tr><td>Title</td><td></td></tr> <tr><td>Address</td><td></td></tr> <tr><td>Telephone #</td><td></td></tr> <tr><td>Fax #</td><td></td></tr> <tr><td>Email</td><td></td></tr> </table>	Name		Title		Address		Telephone #		Fax #		Email	
Name													
Title													
Address													
Telephone #													
Fax #													
Email													
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <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>													
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)													
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>												
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]													
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>													

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On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative of Bidder	
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ATTACHMENT 4.1

BID EVALUATION CRITERIA

RESOURCE MANDATORY REQUIREMENTS

1. ODM PRODUCT EXPERT			
Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M1.1	The Bidder must demonstrate that the proposed resource has a valid IBM ODM certification or has completed an advance training in IBM ODM. Copy of the certificate is required.		
M1.2	The Bidder must demonstrate that the proposed resource has one year experience designing, orchestrating, authoring, testing, debugging rules and publishing to the IBM ODM Decision Centre.		
M1.3	The Bidder must demonstrate that the proposed resource has experience working on at least one multiple government* departmental initiative that deals with classified information with a minimum budget of two million dollars. *Government includes all levels, federal, provincial or municipal governments.		
M1.4	The Bidder must demonstrate that the proposed resource has two years experience providing guidance and mentoring on IBM ODM. The Bidder must also provide two references that must be able to attest to the demonstrated experience.		

2. ODM SENIOR RULES DEVELOPER			
Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M2.1	The Bidder must demonstrate that the proposed resource has experience with a minimum of one project within the past five		

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	years, incorporating World Customs Organizations standardized risk assessments into the automated business rules software.		
M2.2	The Bidder must demonstrate that the proposed resource has one year experience developing, testing, documenting, and implementing rules in a software system used to define, deploy, execute, monitor and maintain the variety and complexity of decision logic that is used by operational systems within an organization or an enterprise.		

3. ODM SOFTWARE ARCHITECT			
Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M3.1	The Bidder must demonstrate that the proposed resource has a minimum of two years experience in integrating enterprise-wide* systems. *Enterprise-wide is defined as businesses with 100 or more employees.		
M3.2	The Bidder must demonstrate that the proposed resource has a minimum of one year experience in customs/tax administration reform and modernization, design and implementation.		
M3.3	The Bidder must demonstrate that the proposed resource has a minimum of one year experience in the delivery of commercial supply chain projects or program initiatives.		
M3.4	The Bidder must demonstrate that the proposed resource has a minimum of one year experience providing strategic advice and guidance to senior management*. The Bidder must also provide two references that must be able to attest to the demonstrated experience. *Senior management is defined as Director level or above.		

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4. DATASTAGE QUALITY STAGE WITH AVI PRODUCT EXPERT

Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M4.1	The Bidder must demonstrate that the proposed resource has a valid product expert certification or has completed advance training in DataStage Quality Stage. Copy of the certificate is required.		
M4.2	The Bidder must demonstrate that the proposed resource has a minimum of one year experience using DataStage Quality Stage with AVI Product Expert.		

5. BUSINESS ANALYST

(International Customs Risk Assessment within IBM Suite of Tools Expertise)

Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M5.1	The Bidder must demonstrate that the proposed resource has a minimum of one year experience performing business analyses of both functional and non-functional requirements to identify information, procedures and decision flows.		
M5.2	The Bidder must demonstrate that the proposed resource has a minimum of one year experience in customs/tax administration reform and modernization, design and implementation.		
M5.3	The Bidder must demonstrate that the proposed resource has a minimum of one year experience coordinating and facilitating consultations to gather business requirements.		

6. MASTER DATA MANAGEMENT PRODUCT EXPERT

Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M6.1	The Bidder must demonstrate that the proposed resource has a valid product expert certification or has completed advance training in IBM Master Data Management.		

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	Copy of the certificate is required.		
M6.2	The Bidder must demonstrate that the proposed resource has a minimum of one year experience using IBM Master Data Management.		

7. ISII PRODUCT EXPERT

Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M7.1	The Bidder must demonstrate that the proposed resource has a valid product expert certification or has completed advance training in IBM InfoSphere Identity Insight (ISII). Copy of the certificate is required.		
M7.2	The Bidder must demonstrate that the proposed resource has a minimum of one year experience using all aspects* of IBM InfoSphere Identity Insight (ISII). *Configuration of the tool in order to recognize identities and detect relationships.		

8. LANGUAGEWARE PRODUCT EXPERT

Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M8.1	The Bidder must demonstrate that the proposed resource has a valid product expert certification or has completed advance training in IBM Languageware. Copy of the certificate is required.		
M8.2	The Bidder must demonstrate that the proposed resource has a minimum of one year experience working with IBM Languageware.		

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9. JAVA TECHNICAL SPECIALIST			
Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M9.1	The Bidder must demonstrate that the proposed resource has a minimum of five years experience with Enterprise Java JEE technologies.		
M9.2	<p>The Bidder must demonstrate that the proposed resource has experience working on at least one multiple government* departmental initiative that deals with classified information with a minimum budget of two million dollars.</p> <p>*Government includes all levels, federal, provincial or municipal governments</p>		

10. GLOBAL NAME RECOGNITION (GNR)			
Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M10.1	<p>The Bidder must demonstrate that the proposed resource has a valid product expert certification or has completed advance training in IBM Global Name Recognition (GNR).</p> <p>Copy of the certificate is required.</p>		
M10.2	The Bidder must demonstrate that the proposed resource has a minimum of one year experience working with IBM GNR.		
M10.3	<p>The Bidder must demonstrate that the proposed resource has a minimum of one year experience integrating GNR with Java EE* and SE** applications.</p> <p>*EE is Enterprise Edition ** SE is Standard Edition</p>		

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11. APPLICATION ARCHITECT

Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M11.1	The Bidder must demonstrate that the proposed resource has a minimum of three years experience in integrating enterprise-wide* systems. *Enterprise-wide is defined as businesses with 100 or more employees.		
M11.2	The Bidder must demonstrate that the proposed resource has experience working on at least one multiple government* departmental initiative that deals with classified information with a minimum budget of two million dollars.. *Government includes all levels, federal, provincial or municipal governments		
M11.3	The Bidder must demonstrate that the proposed resource has at least one year experience in the delivery of commercial supply chain projects or program initiatives.		
M11.4	The Bidder must demonstrate that the proposed resource has a minimum of three years experience providing strategic advice and guidance to senior management*. The Bidder must also provide two references that must be able to attest to the demonstrated experience. *Senior management is defined as Director level or above.		

12. DATA ANALYST

Item	Mandatory Requirement	Met / Not Met	Reference to Resume (Page and Project #)
M12.1	The Bidder must demonstrate that the proposed resource has a minimum of one year experience working with Customs/Border organizations.		
M12.2	The Bidder must demonstrate that the proposed resource has a minimum of one year experience performing business and		

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data analysis of documentation from internal and external sources.		

RESOURCE POINT RATED REQUIREMENTS

1. ODM PRODUCT EXPERT				
Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R1.1	The Bidder should demonstrate that the proposed resource has additional experience in excess to mandatory M1.2 in designing, orchestrating, authoring, testing, debugging rules and publishing to the IBM ODM Decision Centre.	10	More than 1 year up to 3 years = 4 points More than 3 years up to 5 years = 7 points More than 5 years = 10 points	
R1.2	The Bidder should demonstrate that the proposed resource has experience in excess to mandatory M1.3, working on government departmental initiatives that deal with classified information and a budget of two million dollars or more.	10	2 projects = 7 points More than 3 projects = 10 points	
Maximum Score		20		
Minimum Score Note: Proposals that do not meet the minimum score of 12 points (60%) for the proposed resource of this category will not be evaluated further.		12		

2. ODM SENIOR RULES DEVELOPER				
Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R2.1	The Bidder should demonstrate that the proposed resource has a valid product expert certification or has completed advance training in ODM. Copy of the certificate is required.	10	Certificate = 5 points Training = 5 points None = 0 points	
R2.2	The Bidder should demonstrate that the proposed resource has experience in gathering and documenting business requirements	10	Demonstrated experience = 10 points No demonstrated experience = 0 points	

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	for customs or border commercial re-engineering* initiatives. Re-engineering is the analysis of business processes and strategies in order to increase productivity, efficiency and effectiveness.			
Maximum Score		20		
Minimum Score Note: Proposals that do not meet the minimum score of 12 points (60%) for the proposed resource of this category will not be evaluated further.		12		

3. ODM SOFTWARE ARCHITECT				
Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R3.1	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M3.2 working on customs or tax administration reform and modernization, design, and implementation.	10	More than 1 year up to 2 years = 4 points More than 2 years up to 3 years = 7 points more than 3 years = 10 points	
R3.2	The Bidder should demonstrate that the proposed resource has experience in gathering and documenting business requirements for customs or border commercial re-engineering* initiatives. *Re-engineering is the analysis of business processes and strategies in order to increase productivity, efficiency and effectiveness.	10	Demonstrated experience = 10 points No demonstrated experience = 0 points	
Maximum Score		20		
Minimum Score Note: Proposals that do not meet the minimum score of 12 points (60%) for the proposed resource of this category will not be evaluated further.		12		

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47051-144824606el **47051-144824****4. DATASTAGE QUALITY STAGE WITH AVI PRODUCT EXPERT**

Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R4.1	The Bidder should demonstrate that the proposed resource has experience providing strategic advice and guidance to senior management.	10	Demonstrated experience = 10 points No demonstrated experience = 0 points	
R4.2	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M4.2 using DataStage Quality Stage with AVI Product Expert.	10	More than 1 year up to 2 years = 4 points More than 2 years up to 3 years = 7 points More than 3 years = 10 points	
Maximum Score		20		
Minimum Score Note: Proposals that do not meet the minimum score of 12 points (60%) for the proposed resource of this category will not be evaluated further.		12		

5. BUSINESS ANALYST**(International Customs Risk Assessment within IBM Suite of Tools Expertise)**

Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R5.1	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M5.2 working on customs or tax administration reform and modernization, design and implementation.	10	More than 1 year up to 2 years = 4 points More than 2 years up to 3 years = 7 points More than 3 years = 10 points	
Maximum Score		10		
Minimum Score Note: Proposals that do not meet the minimum score of 6 points (60%) for the proposed resource of this category will not be evaluated further.		6		

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6. MASTER DATA MANAGEMENT PRODUCT EXPERT

Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R6.1	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M6.2 using IBM MDM.	10	More than 1 year up to 2 years = 4 points More than 2 years up to 3 years = 7 points More than 3 years = 10 points	
R6.2	The Bidder should demonstrate that the proposed resource has experience working on projects with an overall budget of two million dollars or more.	10	1 project = 4 points 2 projects = 7 points 3 or more projects = 10 points	
Maximum Score		20		
Minimum Score Note: Proposals that do not meet the minimum score of 12 points (60%) for the proposed resource of this category will not be evaluated further.		12		

7. ISII Product Expert

Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R7.1	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M7.2 using all aspects of IBM ISII.	10	More than 1 year up to 2 years = 4 points More than 2 years up to 3 years = 7 points More than 3 years = 10 points	
R7.2	The Bidder should demonstrate that the proposed resource has experience working on projects with an overall budget of two million dollars or more.	10	1 project = 4 points 2 projects = 7 points 3 or more projects = 10 points	
Maximum Score		20		
Minimum Score Note: Proposals that do not meet the minimum score of 12 points (60%) for the proposed resource of this category will not be evaluated further.		12		

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47051-144824606el **47051-144824****8. LANGUAGEWARE PRODUCT EXPERT**

Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R8.1	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M8.2 using IBM languageware.	10	More than 1 year up to 2 years = 4 points More than 2 years up to 3 years = 7 points More than 3 years = 10 points	
R8.2	The Bidder should demonstrate that the proposed resource has experience with identity or commodity resolution within a government department that deals with classified information.	10	Demonstrated experience = 10 points No demonstrated experience = 0 points	
Maximum Score		20		
Minimum Score Note: Proposals that do not meet the minimum score of 12 points (60%) for the proposed resource of this category will not be evaluated further.		12		

9. JAVA TECHNICAL SPECIALIST

Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R9.1	The Bidder should demonstrate that the proposed resource has project experience with at least 2 of the following technologies: <ul style="list-style-type: none"> • IBM WebSphere MQ; • IBM WebSphere Operational Decision Management; • (Integration with) IBM MDM; • (Integration with) IBM InfoSphere (i.e IBM DataStage and IBM QualityStage) 	10	2 Technologies = 4 points 3 technologies = 7 points 4 technologies = 10 points	

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R9.2	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M9.1 working with Enterprise Java JEE technologies.	10	More than 5 years up to 6 years = 4 points More than 6 years up to 7 years = 7 Points More than 7 years = 10 points	
Maximum Score		20		
Minimum Score Note: Proposals that do not meet the minimum score of 12 points (60%) for the proposed resource of this category will not be evaluated further.		12		

10. GLOBAL NAME RECOGNITION (GNR)				
Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R10.1	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M10.2 using IBM Global Name Recognition.	10	More than 1 year up to 2 years = 5 points More than 2 years up to 3 years = 7 points More than 3 years = 10 points	
R10.2	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M10.3 integrating IBM GNR with Java EE and SE applications.	10	More than 1 year up to 2 years = 4 points More than 2 years up to 3 years = 7 points More than 3 years = 10 points	
Maximum Score		20		
Minimum Score Note: Proposals that do not meet the minimum score of 12 points (60%) for the proposed resource of this category will not be evaluated further.		12		

11. APPLICATION ARCHITECT				
Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R11.1	The Bidder should demonstrate that the proposed resource has additional experience in excess of Mandatory M11.2 working on multiple government departmental initiatives that deal with classified information and having a budget of two million dollars or more.	10	2 initiatives = 4 points 3 initiatives = 7 points More than 3 initiatives = 10 points	

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R11.2	The Bidder should demonstrate that the proposed resource has experience working with IBM Languageware and IBM Operational Decision Management for a customs commercial program in the public sector.	10	Demonstrated experience = 10 points No demonstrated experience = 0 points	
R11.3	The Bidder should demonstrate that the proposed resource has experience in gathering and documenting business requirements for customs or border commercial re-engineering* initiatives. *Re-engineering is the analysis of business processes and strategies in order to increase productivity, efficiency and effectiveness.	10	Demonstrated experience = 10 points No demonstrated experience = 0 points	
R11.4	The Bidder should demonstrate that the proposed resource has experience in leading a team of 5 or more people.	10	More than 6 months up to 2 years = 4 points More than 2 years up to 4 years = 7 points More than 4 years = 10 points	
Maximum Score		40		
Minimum Score Note: Proposals that do not meet the minimum score of 24 points (60%) for the proposed resource of this category will not be evaluated further.		24		

12. DATA ANALYST

Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Reference to Resume (Page and Project #)
R12.1	The Bidder should demonstrate that the proposed resource has experience working within Customs or Border organizations on initiatives where the budget exceeded two (2) million dollars.	10	1 initiative = 4 points 2 initiatives = 7 points 3 or more initiatives = 10 points	
R12.2	The Bidder should demonstrate that the proposed resource has experience with Agile Business Rules Development methodology.	3	Demonstrated experience = 3 points No demonstrated experience = 0 points	
R12.3	The Bidder should demonstrate that the proposed resource has	10	More than 6 months up to 1 year = 4 points	

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	experience with a business rules project and IBM Webshepere Operational Decision Management (ODM).		More than 1 year up to 2 years = 7 points More than 2 years = 10 points		
Maximum Score		23			
Minimum Score Note: Proposals that do not meet the minimum score of 14 points (60%) for the proposed resource of this category will not be evaluated further.		14			

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ATTACHMENT 4.2 PRICING SCHEDULE

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

INITIAL CONTRACT PERIOD:

Initial Contract Period (Date of Contract to 18 months later)				
(A)	(B)	(C*)	(D)	(E)
Resource Category	Number of Resources	Estimated Number of Days	Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (CxD)
ODM Product Expert	1	260	\$	\$
ODM Senior Rules Developer	1	140	\$	\$
ODM Software Architect	1	120	\$	\$
DataStage Quality Stage with AVI Product Expert	1	200	\$	\$
Business Analysts	5	600 (120 each)	\$	\$
MDM Product Expert	1	240	\$	\$
ISII Product Expert	1	90	\$	\$
Languageware/Omnifind Product Expert	1	50	\$	\$
Java Technical Specialist	1	225	\$	\$
Global Name Recognition Product Expert	1	40	\$	\$
Application Architect	1	75	\$	\$
Data Analyst	1	120	\$	\$
Total Price Contract Period :				\$ <TBD>

OPTION PERIOD:

Option Period 1 (XX-XX-201X to XX-XX-201X)				
(A)	(B)	(C*)	(D)	(E)
Resource Category	Number of Resources	Estimated Number of Days	Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (CxD)
ODM Product Expert	1	86	\$	\$
ODM Senior Rules Developer	1	0	\$	\$
ODM Software Architect	1	40	\$	\$
DataStage Quality Stage with AVI Product Expert	1	66	\$	\$
Business Analysts	5	200 (40 each)	\$	\$
MDM Product Expert	1	80	\$	\$

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ISII Product Expert	1	30	\$	\$
Languageware/Omnifind Product Expert	1	16	\$	\$
Java Technical Specialist	1	75	\$	\$
Global Name Recognition Product Expert	1	13	\$	\$
Application Architect	1	25	\$	\$
Data Analyst	1	40	\$	\$
Total Price Option :				\$ <TBD>

Total Bid Price
(Total Contract Period + Option Period) \$TBD

RECEIVED

Government
of CanadaGouvernement
du Canada

MAY 22 2013

Contract Number / Numéro du contrat

1608 314824

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Programs	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Require professional services to assist with the preparation and resolution of trade chain partners, and commodities and apply those resolutions in a business rules management tool for risk assessment.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Not releasable À ne pas diffuser		
<input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays:	
<input type="checkbox"/>	<input type="checkbox"/>	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTÉGÉ B
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTÉGÉ C
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET	CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECRET SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	SECRET SECRET
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOP SECRET TRÈS SECRET		TOP SECRET TRÈS SECRET
<input type="checkbox"/>		<input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)
<input type="checkbox"/>		<input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

☐ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☒ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No
Non

☐ Yes
Oui

☐ No
Non

☐ Yes
Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☐ No
Non

☒ Yes
Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No
Non

☐ Yes
Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No
Non

☐ Yes
Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☐ No
Non

☒ Yes
Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No
Non

☐ Yes
Oui



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

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

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée
« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)
René Pouliot

Title - Titre
Project Manager

Signature

Telephone No. - N° de téléphone
613 952-1284

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel
rene.pouliot@cbsa-asfc.gc.ca

Date

May 14/13

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

S. Cordill

HQ Security

Telephone No. - N° de téléphone
613-952-2599

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

May 22/13

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?



No

Non

Yes

Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

24-July-2013

Jacques Saumur
Contract Security Officer, Contract Security Division
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Tel/Tél - 613-948-1732 / Fax/Téléc - 613-954-4171