



RETURN BID TO/ RETOURNER LES SOUMISSIONS À :

Canada Border Service Agency
Cheque Distribution and Bids Receiving Area
473 Albert Street, 6th floor
Ottawa, ON K1A 0L8
Facsimile No: (613) 941-7658

Bid Receiving Unit is open from Monday to Friday inclusively, between the hours of 08:30 a.m. to 11:30 a.m., excluding Statutory Holidays.

Agence des services frontaliers du Canada
Secteur de distributions des chèques et de réception des soumissions
473 Albert Street, 6th floor
Ottawa, ON K1A 0L8

No de télécopieur: (613) 941-7658
La Réception des soumissions est ouverte du lundi au vendredi inclusivement, entre les heures de 8h30 à 11h30, à l'exclusion des jours fériés.

Request for Proposal (RFP)

Proposal to: Canada Border Services Agency (CBSA)

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 therefore.

Proposition à: l'Agence des services frontaliers du Canada (ASFC)

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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires :

Issuing Office – Bureau de distribution
Canada Border Service Agency – Agence des services frontaliers du Canada
473 Albert Street – 473 rue Albert
5th Floor – 5^{ième} étage
Ottawa ON
K1A 0L8

Title — Sujet: Independent Review of Entry/Exit Project	
Solicitation No. — N° de l'invitation 1000316558	Date: November 1, 2013

Solicitation Closes — L'invitation prend fin At /à: 11:00 a.m. (hours/heures) On / November 27, 2013 le :	Time Zone — Fuseau horaire <input checked="" type="checkbox"/> EST (Eastern Standard Time) / HNE (heure normale de l'Est) <input type="checkbox"/> EDT (Eastern Daylight Saving Time) / HAE (heure avancée de l'Est)
--	--

D.D.P. — D.D.P.
Plant-Usine: Other — Autre:

Address Enquiries to — Adresser toutes questions à:
Angela Durigan
Email: Angela.Durigan@cbsa-asfc@gc.ca

Telephone No. – No de téléphone: 613-960-3362	FAX No. – No de télécopieur : 613-954-0155
--	---

Destination - of Goods and or Services:
Destination – des biens et ou services :
Canada Border Services Agency (CBSA) —
Agence des services frontaliers du Canada (ASFC)

Instructions: See Herein — Voir aux présentes

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
---	---------------------------------------

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

Telephone No. – No de téléphone:	FAX No. – No 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
-----------	------



**INDEPENDENT REVIEW SERVICES (IRS)
SUPPLY ARRANGEMENT
REQUEST FOR PROPOSAL (RFP)
FOR THE REQUIREMENT OF
ONE REVIEW TEAM LEADER
ONE REVIEW TEAM MEMBER – BUSINESS
FOR
CANADA BORDER SERVICES AGENCY**



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement
2. Insurance Requirements

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Foreign Nationals (Canadian Contractor) **[OR]**
Foreign Nationals (Foreign Contractor)
12. Insurance
13. Professional Services – General
14. Safe Guarding Electronic Media
15. Representations and Warranties
16. Access to Canada's Property and Facilities

List of Annexes:



Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Security Requirements Check List
Annex D	Evaluation Criteria
Annex E	Financial Evaluation of Proposal (Pricing Table)
Annex F	Task Authorization

List of Invited Suppliers

This is for SA Independent Reviewer Services (IRS) (24062-08452/xxx/EL)

Accreon
ADGA Group Consultants Inc.
BP&M Consulting
CFN Consultants
CGI
Computer Sciences Canada Inc
Contract Community Inc.
CoreTracks Inc.
Deloitte
DMQ Consulting
Ernst & Young LLP
Flaman Management Partners Ltd. (FMP)
Flare Consulting
Fujitsu Consulting
Greymark Inc.
Hallux Consulting Inc.
Holdham Management Consulting
IBM
Interis
IT Net.ca
KPMG
Maplesoft Consulting Inc.
Pleiad Canada Inc.
PPI Consulting Limited
Price Water house Coopers
Roman Klimowicz Consulting
TRM Technologies Inc



PART 1 - GENERAL INFORMATION

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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, the Task Authorization Form and any other annexes.

2. Summary

The review is expected to provide predictability of project success and an appreciation of the challenges facing The Canada Border Services Agency (CBSA).

The Entry/Exit initiative is an information technology (IT)-enabled project seeking Treasury Board Secretariat approval through Memoranda to Cabinet and Treasury Board Submissions (TBS). Entry/Exit is considered an Evolutionary project and has a corresponding Project Complexity and Risk Assessment score of 3. The IR will be undertaken prior to returning to Treasury Board to confirm readiness to proceed with construction in order to best support TBS Gate 5 expenditure authority decision.

The IR will be conducted between Phases II and III (fall/winter) of the Entry/Exit project to verify scope and expectations for a continual improvement process as well as assist in the formal gating review of the project. Phase II builds upon the functionality achieved through Phase I; Canada and the United States (US) are collecting and sharing specific traveller information (12 data elements) on third country foreign nationals and permanent residents of Canada and the US at all automated common land border Ports of Entry. Phase III will expand Entry/Exit to Canadian and US citizens and is expected to be implemented June 2014.

The resources will be required to conduct and articulate the findings of the IR of the Entry/Exit project in accordance with Treasury Board and CBSA guidelines.

Services of one Reviewer Team Leader and one Review Member – Business will be required on an “as and when requested” basis, as defined in Annex "A", Statement of Work, from date of contract to January 31, 2014.

Up to 1 contract may be awarded as a result of this solicitation.



3. Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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.

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred eighty (180) days

2. Submission of Bids

Bids must be submitted only to Canada Border Services Agency (CBSA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CBSA will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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.

4. Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies) and 1 soft copy on CD

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with Annex E – Financial Evaluation of Proposal (Pricing Table). The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.



1.2 Exchange Rate Fluctuation

C3010T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Mandatory technical evaluation criteria and point rated criteria are included in Annex D.

For the purpose of this Request for Proposal (RFP), Bidders must submit one resume for each resource category for bid evaluation purposes in order for their bid to be deemed compliant.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

2.1 Lowest Price Per Point

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 70 percent overall of the points for each resource for the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program - Certification

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

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. If the Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;



- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in 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.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

1.2.1 Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;



- (b) date of termination of employment or retirement from the Public Service.

1.2.2 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

1.3 Status and Availability of Resources

The Bidder certifies that, should it be 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. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, 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.

1.4 Education and Experience

1.4.1 SACC Manual clause A3010T (2010-08-16) Education and Experience



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) 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;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) Web site.
4. **ADDITIONAL SECURITY REQUIREMENT:** The Canada Border Services Agency (the CBSA), will conduct its own personnel Reliability Status assessment on a Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.

If a Contractor (specifically the Contractor personnel) being recommended for an award, has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

For each proposed resource, the resource must submit a completed TBS 330-23 Form – Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>). An original signed copy of the form must be submitted by the resource at the request of the Contracting Authority prior to Contract Award.

The credit check will be 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 and International Industrial Security Directorate" (CIISD).

Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, no contract shall be awarded and the recommended Contractor (specifically the Contractor personnel) shall not be permitted access to Protected / Classified information or assets, and further, shall not be permitted to enter sites where such information or assets are kept.



In the event the Contractor (specifically the Contractor personnel) is not deemed suitable following the security screening process required by the CBSA, the said Contractor's proposal will be deemed non-compliant and the next ranked resource will be contacted. If only one bid was obtained and the proposed resource does not meet the security requirement, then, the contracting officer will determine the next steps in order to ensure all requirements are met.

2. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

1.2 Task Authorization

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.

1.2.1 Task Authorization Process

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.

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization form specified in Annex F.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause, "Minimum Contract Value" means 5% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.



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

2.1 General Conditions

2035 (2012-07-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

3. Security Requirement

- 3.1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
- 3.1.2 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CIISD/PWGSC and Canada Border Services Agency (CBSA) which includes a credit check.
- 3.1.3 The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC/CBSA.
- 3.1.5 The Contractor must comply with the provisions of the:
 - a Security Requirements Check List described in Annex C;
 - b Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the contract is from date of contract award to January 31, 2014.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Angela Durigan
Title: Senior Procurement Officer



Canada Border Services Agency
Contracting and Material Management Division (CMMD)
473 Albert Street, 8th Floor
Ottawa, Ontario
K1A 0L8

Telephone: 613-960-3362
Facsimile: 613-948-9309
E-mail address: Angela.Durigan@cbsa-asfc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

To be determined at Contract award

Name:
Title:
Organization: Canada Border Services Agency
Telephone:
Facsimile:
E-mail address:

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

5.3 Contractor's Representative

To be determined at Contract award

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

6. Payment

6.1 Basis of Payment – Limitation of Expenditure – Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B to the limitation of expenditure specified in the authorized TA.



Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ **TBD** . Customs duties are excluded and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment - Approved TA

The following method of payment will form part of the approved TA:

6.3.1 Limitation of Expenditure TA:

For the Work specified in an approved TA subject to a limitation of expenditure:

A. Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

6.4 Time Verification

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

7. Invoicing Instructions



- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions. The Contractor's invoice must include a separate line item for each element in the Basis of Payment provision.
- (b) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (c) Canada will only be required to make payment following receipt of an invoice that satisfies the requirements of this Article.
- (d) The Contractor will submit invoices on its own form, which will include:
 - (i) the date;
 - (ii) the Contractor name and address;
 - (iii) the Destination;
 - (iv) Contract serial number;
 - (v) Financial codes, including GST or HST (as applicable) registration number;
 - (vi) Description of the Work;
 - (vii) Category(ies) of Personnel and number of days worked;
 - (x) Firm Per Diem Rate on which the total dollar amount of the invoice is based;
 - (xi) the amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;
 - (xii) Client Reference Number (CRN);
 - (xiii) Business Number (BN); and
 - (xiv) Total value billed to date and the dollar amount remaining in the Contract to date.
- (e) The Contractor will not submit an invoice prior to delivery of the work to which it relates.
- (f) The Contractor will send the original and one copy of the invoice to the Project Authority's paying office (CBSA Finance). The Contractor will send one copy of the invoice to the Contract Authority. As follows:

The original and one copy of the invoice must be sent to the following location on a monthly basis:

**Attn: Accounts Payable
CBSA Finance
473 Albert Street, 7th Floor
Ottawa, Ontario
K1A 0L8**

A copy of the invoice must be sent to the Contracting Authority at the following location on a monthly basis:

**Attn: Louise Traynor
Contracting and Materiel Management (CMMD)
473 Albert Street, 8th Floor
Ottawa, Ontario
K1A 0L8**

- (g) The Project Authority's paying office (CBSA Finance) will send the invoices to the Technical Authority for approval and certification; the invoices will be returned to the paying office for all remaining certifications and payment action.



- (h) Any invoices where items or group of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late payment charges applicable to Canada.
- (i) If Canada disputes an invoice for any reason, Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items not in dispute form separate line items of the invoice and are otherwise due and payable under the Contract.
- (j) Notwithstanding the foregoing, the provisions of “Interest on Overdue Accounts”, Section 16 of 2035 – General Conditions will not apply to any such invoices until such time that the dispute is resolved at which time the invoice will be deemed as “received” for the purpose of the “Method of Payment” clause of the Contract.

8. Certifications

- 8.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. 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, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2012-07-16), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____ (to be inserted at Contract award).

11. Foreign Nationals (Canadian Contractor) (to be deleted if not applicable)

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

OR

11. Foreign Nationals (Foreign Contractor) (to be deleted if not applicable)

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

12. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance



13. Professional Services – General

- (a) The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract or the TA (whichever first contains instructions from Canada for that individual to report to the Work site). Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual in accordance with the Article titled, “Replacement of Specific Individuals” in the General Conditions 2035. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the CBSA’s operating environment.
- (b) If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled “Replacement of Specific Individuals”), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada’s notice of the requirement for a replacement).
- (c) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- (d) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada’s satisfaction. A Contractor representative will meet with the Project and/or Technical Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- (e) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

14. Safeguarding Electronic Media

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.

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.

15. Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications,



expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

16. Access to Canada's Property and Facilities

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



ANNEX A

STATEMENT OF WORK

TITLE

Independent Review of Entry/Exit Project

1. BACKGROUND

The mission of the CBSA is to ensure Canada's security and prosperity by managing the access of people and goods to and from Canada. The future operating environment of the CBSA is one of ever-shifting challenges and opportunities. Increasingly, the CBSA's ability to respond to operational priorities and provide secure and modern border management depends on its capacity to build and deploy modern and innovative science and technology solutions and services that are closely aligned with and responsive to the operational demands and priorities of the Agency.

The CBSA has an established project management framework to support the delivery of all CBSA projects. The framework includes a standard project life cycle with clearly defined phases and key outputs. Gates are incorporated at the end of each life cycle phase to support formal project reviews and senior management go / no-go decision-making. The CBSA's Enterprise Project Management Office (EPMO) acts as the project management centre of expertise providing guidance and support to project areas within the Agency. The EPMO also establishes criterion to determine if and when an independent review would be required and conducts Post Implementation Reviews on all projects three to six months following project implementation.

The Entry/Exit initiative was announced by Prime Minister Harper and United States (US) President Obama as part of the December, 2011, *Perimeter Security and Economic Competitiveness Action Plan*. Entry/Exit is a program of projects to collect and share traveller entry information with the US as well as collect traveller exit information from airlines for all international flights departing Canada

The CBSA in partnership with Citizenship & Immigration Canada (CIC) has received funding approval of \$139M to design and implement the Entry/Exit project. There are four Phases to the project; subsequent Phases build on the functionality and success of earlier Phases.

The findings of the IR will be presented to the project sponsor, the EPMO, and CBSA executives to ensure a level of confidence in continuing to the next Phase of the project. It will also allow for any recommendations to be actively addressed vis-à-vis an action plan to ensure success of the project.

2. INTRODUCTION

The Canada Border Services Agency (CBSA) requires services to outline all tasks and deliverables required to complete the Entry/Exit IR. The review is expected to provide predictability of project success and an appreciation of the challenges facing the Canada Border Services Agency (CBSA).

The Entry/Exit initiative is an information technology (IT)-enabled project seeking Treasury Board Secretariat approval through Memoranda to Cabinet and Treasury Board Submissions (TBS). Entry/Exit is considered an Evolutionary project and has a corresponding Project Complexity and Risk Assessment score of 3. The IR will be undertaken prior to returning to Treasury Board to confirm readiness to proceed with construction in order to best support TBS Gate 5 expenditure authority decision.

The IR will be conducted between Phases II and III (fall/winter) of the Entry/Exit project to verify scope and expectations for a continual improvement process as well as assist in the formal gating review of the project. Phase II builds upon the functionality achieved through Phase I; Canada and the United States (US) are collecting and sharing specific traveller information (12 data elements) on third country foreign



nationals and permanent residents of Canada and the US at all automated common land border Ports of Entry. Phase III will expand Entry/Exit to Canadian and US citizens and is expected to be implemented June 2014.

The consultant (s) will be required to conduct and articulate the findings of the IR of the Entry/Exit project in accordance with Treasury Board and CBSA guidelines.

Services will be provided on an as-and-when-requested basis through the issuance of Task Authorizations (TAs).

3. SCOPE OF WORK

The reviewer(s) will be responsible for the review format prescribed by the TBS' Independent Review Program that will form the basis of the CBSA's Gate 5 review of Entry/Exit.

4. GENERAL DELIVERABLES

The contractor must submit all deliverables specified within each individual Task Authorization to the Technical Authority. Draft versions of the deliverables are to be sent to the Technical Authority, as prescribed in each Task Authorization, for review and comments.

Deliverables under individual Task Authorization will include:

- Weekly progress reports. Reports must include the following information:
 - Status of the task
 - Any issues encountered

5. RESOURCE TASKS AND DELIVERABLES

5.1 Reviewer Team Leader

The Reviewer Team Leader resource must perform the following tasks:

- Participate in the selection of the reviewers at the request of the review sponsor;
- Develop the review plan;
- Conduct the review in accordance with TBS's *The Independent Reviewer's Handbook* and the associated *Review Topics for Enquiry*;
- Assign and delegating work to reviewers;
- Perform reviewer activities;
- Liaise between the team and the review sponsor—reporting to the review sponsor, either by telephone or in person, and resolving any review issues with the review sponsor;
- Provide the review sponsor with status updates;
- Ensure that reviewers work effectively as a team and achieve consensus on how to report issues;
- Conduct review team meetings;
- Integrate reviewer findings;
- Lead the development of conclusions and recommendations;
- Lead the development of review presentations;
- Perform quality assurance on deliverables; and
- Conduct a review post-mortem and lessons-learned analysis, and sharing the findings with CIOB in order to improve these processes.



5.2 Review Member - Business

The Review Member – Business reports to the review team leader and is assigned to perform the following tasks:

- Participate in team leader activities, as delegated;
- Perform the review work in accordance with TBS's *The Independent Reviewer's Handbook* and *Review Topics for Enquiry*;
- Review project documentation;
- Attend project group presentations and demonstrations;
- Conduct interviews/workshops;
- Assess and validating findings;
- Analyze and developing conclusions and recommendations;
- Integrate findings, conclusions, and recommendations with the results of the other team members;
- Help to develop the review presentation and report;
- Assist with quality assurance of these deliverables;
- Assist in the delivery of review presentations; and
- Participate in the review post-mortem and lessons-learned analysis.

6. EXPECTATIONS

IR Plan and Schedule identifying approach, resources, key activities, and milestones;

- IR interview guide and issues checklist;
- Weekly status reports to be provided to the Entry/Exit Project Director General;
- IR debriefings;
- Detailed IR final report; and
- Presentations as required, to the project sponsors, stakeholders, the project team, senior management and senior executive committees.

The following table identifies high level deliverables as well as the expected completion dates.

Deliverable	Date
1. Develop a Project Review Plan and Schedule identifying the approach, resources, key activities and milestones.	Due within 2 business days from contract award
2. Project review interview guide and issues checklist.	Due within 2 business days from contract award
Weekly status reports to be provided to the CARM Project Director General on the progress of the review.	Weekly
Project review debriefings (verbal) as necessary.	Weekly or as required
Preparing presentations to provide project review updates and presenting findings of the project review to the Project Director General. Format of presentations may include Microsoft Word or PowerPoint.	As required
3. Documenting the results of the project review, including detailed findings discovered through the project review process and recommendations for addressing issues and gaps.	Due within 9 business days from Approved Deliverable #2



4. Detailed Project Review Report (final report identifying review findings and recommendations).	Due within 9 business days from Approved Deliverable #2
5. Final Review findings presentations, as required to the project sponsors, stakeholders, the project team, senior management, and executive committees. Format of presentations may include Microsoft Word or PowerPoint.	Due within 2 business days from Approved Deliverable #4

7. CONSTRAINTS AND SPECIFICATIONS

- The Contractor must deliver within the timelines established in the individual task authorizations (see Section 6.4).
- The IR must be conducted and documented in accordance with TBS and CBSA guidelines
- Scheduling / availability of resources to participate in the review.
- The contractor (or a member of the review team) must be bilingual (at the BBB level) prior to being awarded this contract.
- The contractor must not be a current employee of the CBSA, or been an employee less than one year prior to the commencement of this contract.
- The contractor must disclose if he or she is related to, or married to a current CBSA employee.
- The Contractor may subcontract or hire employees without the intervention of the CBSA; however, subcontractors and employees will be subject to the CBSA's security clearances and policies. Any subcontractors or employees will need to be identified prior and granted security clearance prior to being granted access to CBSA's premises or documents pertaining to the IR.

8. FORMAT OF DELIVERABLES

- Draft and final version and source files are to be provided via electronic format (CD/DVD/USB Key) in MS Word and/or PowerPoint.
- Weekly progress report must be in a Microsoft Word document attached to an email sent to the Project Authority.

9. LANGUAGE OF WORK

Work will be performed and delivered in English.

10. LOCATION OF WORK

The work location will be 473 Albert Street, 5th Floor, Ottawa, Ontario K1A 0L8

11. CLIENT SUPPORT

Computer and workstation will be provided but they are not obligated to work on CBSA's premises and may work from home as no protected and/or classified information will be kept at their premises.

Security access to the building will be provided.

Required fax or document copies can be made on site.

The Independent Review Team sponsor will provide guidance and support on CBSA project.

Management life cycle and review processes throughout the project review.



The schedule for these meetings will be set out at the outset of the contract or following each individual Task Authorization and will be agreed upon by both the Contractor and the Project Authority.

12. GLOSSARY AND APPLICABLE DOCUMENTS

12.1 Glossary

Acronym	Definition
CAS	Corporate Administrative System
CBT	Computer Based Training
CBSA	Canada Border Services Agency
CLF	Common Look and Feel
FTE	Full time equivalent
HQ	Headquarters
HRB	Human Resources Branch
ISTB	Information, Science and Technology Branch
IT	Information Technology
RFP	Request for Proposal
TDD	Training and Development Directorate
TEL	Technology Enabled Learning
T&D	Training and Development



ANNEX B

BASIS OF PAYMENT

1.0 The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of Professional Services as described in Annex A, Statement of Work, the Contractor shall be paid the all-inclusive firm per diem rates below in the performance of this Contract, HST extra.

Contract Period

Category of Personnel	# of Proposed Resources	Estimated Number of Days	Firm Per Diem Rate	Total
Reviewer Team Leader	1	25		
Review Member - Business	1	25		
Total Estimated Cost:				\$ <u>TBD</u>



Canada Border
Services Agency

Agence des services
frontaliers du Canada

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

Please see attached document titled Security Requirements Check List (SRCL) for security details.



ANNEX D

EVALUATION CRITERIA

For the purpose of this Request for Proposal (RFP), Bidders must submit one resume for each resource category for bid evaluation purposes in order for their bid to be deemed compliant.

Evaluation Disclaimer

The mandatory criteria will be evaluated on a “Met/Not Met” (i.e. compliant/non-compliant) basis. Bidders must demonstrate compliance with all Mandatory requirements and must provide the necessary documentation to support a determination of compliance. Bidders that fail to meet any mandatory requirements will be deemed non-compliant and will be given no further consideration.

For each of the mandatory and point rated requirements listed below, the Bidders must demonstrate experience by using project descriptions as executed by the proposed resource.

The project description should include the following:

- a. Project Title
- b. Description of project
- c. List of tasks performed by the resource
- d. Start and end date of project (if end date applies) (dates must include month and year)
- e. Start and end date when the resource actually worked in this capacity on this project (dates must include month and year)

** Merely stating the experience is not sufficient and the Bidders will be deemed non-compliant. **

Example: If the mandatory criteria demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the resource has experience gathering, analyzing and validating findings. The experience must be demonstrated and a reference made to the specific location in the resume where corroborating information can be located in the manner indicated above.

The Contracting Authority reserves the right to request reference(s)* from any of the Bidders listed projects to verify and validate the information stated in the bid. If the reference is unable to verify or validate the information stated in the bid, the Bidder will be deemed non-compliant.

The Bidders documentation must include a detailed Curriculum Vita (Resume) of the proposed candidates as part of the technical bid. Indicate the location in your bid where the requested information can be found for both the mandatory and point rated requirements.

All columns in the Mandatory and Point Rated Criteria must be filled in by the Bidders (except for those designated to be filled in by the CBSA Project Authority).

*Reference

A reference to verify work performed MUST be a reference provided by a “Client” group or for work conducted in the capacity of the resource category as an employee. In other words, it cannot be from a colleague or a subordinate, etc.



1. MANDATORY REQUIREMENTS

(*Column to be filled in by the CBSA Project Authority only)

REVIEWER TEAM LEADER (1 Resource)

To be considered compliant, a bid must meet each Mandatory requirement.

#	Mandatory Requirement	Location in Bid	Met / Not Met
M1	The proposed Review Team Leader must have been the team leader of a minimum of one review for IT enabled projects with a budgetary component of 5 million or more.		

TEAM MEMBER – BUSINESS (1 Resource)

To be considered compliant, a bid must meet each Mandatory requirement.

#	Mandatory Requirement	Location in Bid	Met / Not Met
M1	The proposed Review Team Member - Business must have participated in the conduct of a minimum of one review for IT-enabled projects with a budgetary component of 5 million or more. Participation must reflect experience in conducting interviews, analyzing project documents such as project charters and business cases; preparing reports summarizing the findings and conclusions; and preparing presentations on the results of document analysis and interviews.		

2. RATED REQUIREMENTS

REVIEWER TEAM LEADER (1 Resource)

To be considered compliant, a bid must achieve a minimum score of 14 in the point rated criteria.

	Point Rated Criteria	Max. Points	Point Rating Scale	Bidder Self Score and Location in Bid	Evaluation Team Score **
R1	Experience in the past fifteen (15) years, having worked as a project executive or project director in the public service, having been responsible for the delivery of the project and the finances of the project.	3	1 to 3 years = 1 point 3+ to 5 years = 2 points 5 or more years = 3 points		
R2	Experience in having delivered Gate 4 or Gate 5 reviews (as per Treasury Board's Gating framework process).	3	1 review = 1 point 2 reviews = 2 points 3+ reviews = 3 points		



R3	Experience within the last five (5) years providing strategic advice to senior management on business transformation activities and agendas.	5	1 to 3 years = 3 points 3+ to 5 years = 4 points 5+ years = 5 points		
R4	Experience within the last ten (10) years preparing and giving presentations related to business processes or planning, or program or project reviews, (using visual aids, such as charts and graphs, in either a hard format or electronic format) for senior management.	9	1 to 3 years = 3 points 3+ to 5 years = 5 points 5+ to 7 years = 7 points 7+ years = 9 points		
	Maximum Score: (minimum score is 14)	20			

TEAM MEMBER – BUSINESS (1 Resource)

To be considered compliant, a bid must achieve a minimum score of 13 in the point rated criteria.

	Point Rated Criteria	Max. Points	Point Rating Scale	Bidder Self Score and Location in Bid	Evaluation Team Score
R1	Experience in the last ten (10) years providing advice related to complex information technology projects.	3	1 to 3 years = 1 point 3+ to 5 years = 2 points 5+ years = 3 points		
R2	Experience in the last seven (7) years reviewing, preparing, or analysing data related to key project documents such as, Business Cases, Project Charters or Project Plans. The examples are not exclusive and other project documents may be considered.	5	1 to 3 years = 3 points 3+ to 5 years = 4 points 5+ years = 5 points		
R3	Experience in the last ten (10) years contributing to the development of documents which evaluate an IT enabled project or program.	5	1 to 3 years = 3 points 3+ to 5 years = 4 points 5+ years = 5 points		
	Maximum Score: (minimum score is 9)	13			



ANNEX E

FINANCIAL EVALUATION OF PROPOSAL (PRICING TABLE)

The Bidder should complete this pricing schedule and include it in its financial bid.

The CBSA will use the combined Total Estimated Cost for the proposed resources for the purposes of the financial evaluation of the proposal. The number of days is an estimate for financial evaluation purposes only and does not represent a commitment on the part of Canada to purchase services in these amounts.

As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all inclusive per diem rate (in CAD \$) for each of the resource categories identified.

Contract Period

	(B)	(C)	(D)	(E)
Category of Personnel	# of Proposed Resources	Estimated Number of Days*	Firm Per Diem Rate	Total Cost (BxCxD)
Reviewer Team Leader	1	25	\$	\$
Reviewer Member - Business	1	25	\$	\$
Total				\$

BID CALCULATION SUMMARY:

Contract Period	\$
Total Bid Value	\$



**ANNEX F
TASK AUTHORIZATION FORM**

TASK AUTHORIZATION				
Contractor:		Contract Number:		
Requisition Number:		Financial Coding:		
Task Number:		Date:		
TA Request				
1. Description of Work to be Performed				
Statement of Work				
Work to be Performed in accordance with Annex A (Statement of Work) of the Contract.				
Resource Category:				
2. PERIOD OF SERVICES estimated:		From:	To:	
3. Work Location				
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
5. Other Conditions /Restraints		As per the contract		
6. Task Proposal		Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/>	\$
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other				
TA Proposal				
8. Estimated Cost Contract				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
				\$
Professional services estimated cost			Total	\$
			HST	\$
			Grand Total	\$
TA Approval				
9. Signing Authorities				
Contractor's Representative	Organization Name		Date	
Project Authority	Organization Name		Date	
Contracting Authority	Organization Name		Date	
10. Basis of Payment & Invoicing				
In Accordance with the article entitled "Basis of Payment" in the Contract.				
Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.				
Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.				