

INDEPENDENT REVIEWER SERVICES (IRS) SUPPLY ARRANGEMENT

REQUEST FOR PROPOSAL (RFP)

FOR THE REQUIREMENT OF

ONE REVIEW TEAM LEADER
ONE REVIEW TEAM MEMBER – IT
ONE REVIEW TEAM MEMBER – BUSINESS

FOR THE DEPARTMENT OF NATIONAL DEFENCE (DND)

BID SOLICITATION NUMBER: W8484-14-P2LA

Submit Proposals either by email or by fax to the DND Point of Contact (POC), Kym Carroll

Email to: Kym.Carroll@forces.gc.ca

To obtain a fax number, please contact the DND POC at the email address above.

DND will confirm receipt of proposal.

Enquiries must be submitted to the DND POC at the email address above.

RFP Closing Time and Date: 02:00 p.m. EDT on 26 March 2014

All proposals must be received by the DND POC by the RFP Closing Time and Date.

This RFP is issued against the Independent Reviewer Services Supply Arrangement (IRS SA), PWGSC File Number 24062-080452. All terms and conditions of the IRS SA apply and must be incorporated into any resulting contract.

This requirement contains a security requirement - See Part 6.





INDEPENDENT REVIEWER SERVICES

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PART 1 - GENERAL INFORMATION

1. INTRODUCTION

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

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

The Attachments include:

Attachment 1 to Part 1. List of Suppliers

Attachment 2 to Part 1, List of Suppliers currently engaged in the Project being reviewed

Attachment 1 to Part 3, Pricing Schedule

Attachment 1 to Part 4, Technical Criteria

Attachment 1 to Part 5, Certifications Required with the Bid

The Annexes include:

Annex "A", Statement of Work

Annex "B", Basis of Payment

Annex "C", Security Requirements Check List

Annex "D", Non-Disclosure Agreement

The list of suppliers being invited to bid on this solicitation is provided as Attachment 1 to Part 1.

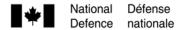
2. SUMMARY

2.1 This bid solicitation is being issued to satisfy the requirement of the Department of National Defence for Independent Reviewer Services (IRS) under the IRS Supply Arrangement (SA) method of supply, as defined in Annex "A" – Statement of Work. The period of the contract is estimated to be eight (8) to ten (10) weeks of work.

3. DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of





notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

4. EXCLUSION CLAUSE

The Bidder and the Resources engaged in the Work resulting from any contract awarded under this RFP will be precluded from bidding on or performing any additional or follow-on work related to the project that was reviewed, except for other review work, for a period of six months following the end of the contract.

5. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

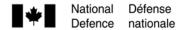
- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

The list of suppliers currently engaged in a significant manner in the project to be reviewed with a description of their role is provided as Attachment 1 to Part 1.





ATTACHMENT 1 TO PART 1 LIST OF SUPPLIERS

POTENTIAL BIDDERS UNDER THIS RFP

For RFPs identifying the required resource category(ies), all SA Holders with ceiling per diem rates for the required resource categories, or groups of resource category(ies) may be invited to submit a bid. A group of resource categories can consist of one, many or all resource categories covered by the SA.

The requirement described herein is open only to IRS SA Holders for the following categories:

Review Team Leader Team Member – IT Team Member - Business

The following SA Holders are invited to submit a bid:

- 1. Accreon
- 2. ADGA Group Consultants Inc.
- 3. BP&M Consulting
- 4. CFN Consultants
- 5. CGI
- 6. Computer Sciences Canada Inc
- 7. Contract Community Inc.
- 8. CoreTracks Inc.
- 9. Deloitte
- 10. DMQ Consulting
- 11. Ernst & Young LLP
- 12. Flaman Management Partners Ltd. (FMP)
- 13. Flare Consulting
- 14. Fujitsu Consulting
- 15. Greymark Inc.
- 16. Hallux Consulting Inc.
- 17. Holdham Management Consulting
- 18. IBM
- 19. Interis
- 20. IT Net.ca
- 21. KPMG
- 22. Maplesoft Consulting Inc.
- 23. Pleiad Canada Inc.
- 24. PPI Consulting Limited
- 25. Price Water house Coopers
- 26. Roman Klimowicz Consulting
- 27. TRM Technologies Inc





ATTACHMENT 2 TO PART 1 LIST OF SUPPLIERS ENGAGED IN THE PROJECT BEING REVIEWED

Listed below are Suppliers currently engaged in a significant manner in the project to be reviewed with a description of their role.

Vendor Name	Role
Interis Consulting Inc	Interis support the Department of Public Works and Government Services Canada (PWGSC) in the implementation of the Government of Canada Pension Modernization Project (GCPMP). The Interis contractor team are required to:
	(a) Assist in the establishment and operation of a Project Management Office (PMO), which is co-located with PWGSC in the National Capital Region (NCR);
	(b) Coordinate and manage all PWGSC activities using Treasury Board and other applicable project management principles.
TRM Technologies Inc	TRM support the Department of National Defence (DND) in the implementation of the Military Pension Renewal (MPR) project. The TRM contractor team are required to:
	(a) Assist in the establishment and operation of a Project Management Office (PMO), which is co-located with PWGSC in the National Capital Region (NCR);
	(b) Coordinate and manage all DND MPR activities using Treasury Board and other applicable project management principles.





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 (SACC) Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website at:

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

The SACC Manual item can also be found by ID number or by item status (active, superseded, or cancelled) at the following link:

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all

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 (2013-06-01), Standard Instructions - Goods or Services, are incorporated by reference into and form part of the bid solicitation.

Section 01, Code of Conduct and Certifications – Bid, of the 2003, Standard Instructions - Goods or Services - Competitive Requirements referenced above is hereby deleted in its entirety.

As per Subsection 5.4 of the 2003, Standard Instructions - Goods or Services, bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation.

2. SUBMISSION OF BIDS

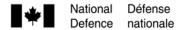
Bids must be submitted only to the DND Point Of Contact (DND POC) by the date, time and place indicated on page 1 of this Bid Solicitation.

3. ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the DND POC no later than five (5) 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.





Subsection 13 of Standard Instructions – Goods or Services – Competitive Requirements 2003 (2013-06-01) is amended as follows:

13 Communications - Solicitation Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the DND POC identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

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.

5. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



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: One (1) soft copy submitted by email or fax;

Section II: Financial Bid: One (1) soft copy submitted by email or fax; and

Section III: Certifications: One (1) soft copy submitted by email or fax.

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

Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If more than one bid is submitted by the same bidder, Canada will accept only the first bid presented and reject all other bids.

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) print formatting; and
- (b) use a numbering system that corresponds to the bid solicitation.

2. 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 and describe their approach 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, and 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.

Attachment 1 to Part 4, Technical Criteria, contains additional instructions that bidders should consider when preparing their technical bid.

3. SECTION II: FINANCIAL BID

- 3.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 3.2 Bidders must submit their rates FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and Applicable Taxes excluded.
- 3.3 When preparing their financial bid, bidders should review the basis of payment in Annex "B", and Clause 1.2, Financial Evaluation, of Part 4.



- 3.4 All rates included in the pricing schedule detailed in Attachment 1 to Part 3 exclude travel and living expenses.
- 3.5 Bidders should include the following information in their financial bid:
 - (a) Their legal name;
 - (b) Their Procurement Business Number (PBN); and
 - (c) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - (i) their bid; and
 - (ii) any contract that may result from their bid.

4. SECTION III: CERTIFICATIONS

Bidders must submit the certifications required under Part 5.



ATTACHMENT 1 TO PART 3 PRICING SCHEDULE

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

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website at http://laws.justice.gc.ca/eng/acts/N-4/;
- (b) any travel expenses for travel between the Contractor's place of business and the NCR; and
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

Resource Category	Firm All-Inclusive Per Diem Rate (Cdn \$)	Level of Services (Estimated)	Total (Cdn \$)
	Α	В	$C = A \times B$
Period of the Contract: date of the Contract to 30	June 2014		
Review Team Leader	\$	29 days	\$
Team Member - IT	\$	21 days	\$
Team Member - Business	\$	21 days	\$
Total, period of the Contract			\$
Evaluated Price (Applicable Taxes excluded)			\$
GST/HST			\$





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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.2 Financial Evaluation

- 1.2.1 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.
- 1.2.2 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

2. BASIS OF SELECTION

2.1 Basis of Selection - Lowest Evaluated Price

- 2.1.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.
- 2.1.2 Individual resources proposed from responsive bids will be ranked in ascending order of evaluated prices; the individual resource with the lowest evaluated price being ranked first. The three (3) highest ranked resources will be recommended for award of a contract. Canada may award up to three (3) contracts in order to meet the requirement for three (3) resources. Should only one (1) resource be ranked, Canada may award only one (1) contract for that resource only. In the event two or more resources have the same lowest evaluated price, the winning bid will be determined by a coin toss.





ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA

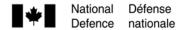
1. MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

MANI	DATORY EXPERIENCE AND EXPERTIS	E OF	PROPO	SED RESOURCE(S)
Indep	endent Review Team Members			
Item	Mandatory Criteria	Met	Not Met	Cross Reference to CV (Page & Project)
M1	The Bidder must propose one (1) resource or any 2 or all 3 of the following categories (only one source per category): One (1) Review Team Leader One (1) Review Team Member (Information Technology (IT)) One (1) Review Team Member (Business) The Bidder MUST include the detailed curriculum vitae (CV) of the proposed resource(s) named in their proposal.			
M2	The proposed recourse for the "Device"			
IVI∠	The proposed resource for the "Review Team Leader" category must have demonstrated experience in completing at least one (1) Full Gate 5 Review project.			
M3	The Bidder must clearly demonstrate that, at bid closing, the proposed resource(s) has/have a valid personnel security screening at the RELIABILITY level. At a minimum, the following must be provided: Name of the individual; Level of security clearance obtained;			
	 Expiry date; and CISD Security Screening Certificate and Briefing Form file number. 			





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. Bidders should provide the required certifications in Section III of their bid.

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 the 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 REQUIRED WITH THE BID

Bidders must submit as part of their bid the certifications included in Attachment 1 to Part 5, Certifications Required with the Bid, duly completed.





ATTACHMENT 1 TO PART 5 CERTIFICATIONS REQUIRED WITH THE BID

1. FORMER PUBLIC SERVANTS CERTIFICATION

1.1 Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

1.1.1 Definitions

For the purposes of this clause,

"former public servant" means a former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

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

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

"Pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36 as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

1.1.2 Former Public Servant in Receipt of a Pension

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YES() NO()

If so, the Bidder must provide the following information:

- (a) name of former public servant; and
- (b) date of termination of employment or retirement from the Public Service.

1.1.3 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; and
- (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 fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

2. 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.

3. EDUCATION AND EXPERIENCE

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.

4. CONFLICT OF INTEREST

The Bidder certifies that neither the Bidder nor the proposed resources have a vested interest in the project to be reviewed and that they have no relationship with any of the vendor organizations engaged in the project.

CERTIFICATION

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.





PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. SECURITY REQUIREMENT

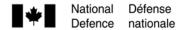
- 1.1 At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 -Resulting Contract Clauses; and
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 1.2 For additional information on security requirements, bidders should consult the "Security Requirements on PWGSC Bid Solicitations-Instructions for Bidders" document on the Departmental Standard Procurement Documents website at http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31.

2. CONTROLLED GOODS REQUIREMENT

SACC Manual clause A9130T (2011-05-16), Controlled Goods

In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.





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".

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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual.

2.1 General Conditions

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

2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

2.3 Non-Disclosure Agreement

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

3. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #: W8484-14-P2LA

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

The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

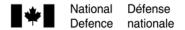
This contract includes access to **controlled goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.

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

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

The Contractor/Offeror must comply with the provisions of the:





- (a) Security Requirements Check List and security guide (if applicable), attached at Annex
- (b) Industrial Security Manual (Latest Edition).

4. TERM OF CONTRACT

4.1 Period of the Contract

The period of the Contract is from the date of the Contract to 30 June 2014.

4.2 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. AUTHORITIES

Name: Title:

Organization: Address:

[Details on the authorities to be specified in the resulting Contract.]

The Contracting Authority Representative for the Contract is:

5.1 Contracting Authority Representative

Telephone:	
Facsimile:	·
E-mail address:	
The Contracting /	Authority is responsible for the management of the Contract and any changes to
the Contract mus	t be authorized in writing by the Contracting Authority. The Contractor must not
perform work in e	xcess of or outside the scope of the Contract based on verbal or written

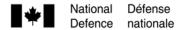
requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Au	uthority for the Contract is:
Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
F-mail address:	

The Technical Authority named above 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 Procurement Authority

The Procurement	Authority for the Contract is:
of the Contract. A Procurement Auth	Authority is responsible for all matters concerning the day-to-day management ny proposed changes to the scope of the Work are to be discussed with the prity and Technical Authority, but any resulting change can only be confirmed andment issued by the Contracting Authority.
Contractor's Rep	resentative
Name: Title: Address: Telephone: Facsimile: E-mail address:	

6. PAYMENT

5.4

6.1 Basis of Payment

6.1.1 Limitation of Expenditure

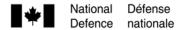
The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of **[amount to be specified in the resulting Contract]**. Customs duties are included and Applicable Taxes are extra, if applicable.

6.1.2 Travel and Living Expenses

- (a) Canada will not accept any travel and living expenses for:
 - (i) Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website at http://laws.justice.gc.ca/eng/acts/N-4/;
 - (ii) Any travel between the Contractor's place of business and the NCR; and
 - (iii) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm price for professional fees specified above.





6.2 Canada's Total Responsibility

6.2.1 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$[amount to be specified in the resulting Contract]. Customs duties are included and Applicable Taxes are extra, if applicable.
- (b) 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:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the Contract expiry date, or
 - (iii) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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; and
- (c) the Work delivered has been accepted by Canada.

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

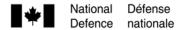
6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

6.6 Time Verification

C0711C (2008-05-12), Time Verification





7. INVOICING INSTRUCTIONS

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The Contractor must provide the original of each invoice to the Procurement Authority. Upon request, the Contractor must provide a copy of any invoices to the Contracting Authority.

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 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, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. APPLICABLE LAWS

NOTE TO BIDDERS: The name of the province or territory as specified by the Bidder in its bid will be inserted below, if applicable.

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 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the General Conditions 2035 (2013-06-27) 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) Annex "D", Non-Disclosure Agreement;
- (h) Supply Arrangement Number [number to be specified in the resulting Contract]; and
- (i) the Contractor's bid dated [date to be specified in the resulting Contract.], as clarified on [date to be specified in the resulting Contract, if required], and as amended on [date to be specified in the resulting Contract, if required].

11. DEFENCE CONTRACT

SACC Manual clause A9006C (2012-07-16), Defence Contract

12. FOREIGN NATIONALS (CANADIAN CONTRACTOR)





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

13. 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.

14. CONTROLLED GOODS

SACC Manual Clause A9131C (2011-05-16), Controlled Goods Program

SACC Manual Clause B4060C (2011-05-16), Controlled Goods

Access to Controlled Goods is limited to the Defence Information Network (DIN) and/or Defence Wide Area Network (DWAN) only.

15. CONFLICT OF INTEREST – OTHER WORK

The Contractor, during and after the period of performance of the Contract agrees that:

- (a) it must not bid on any other work category of this project for the Work performed under its Contract, to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Bidder's bid for such a resulting contract:
- (b) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), on any other work stream for the Work performed under its Contract, the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's Bid for any resulting contract; and
- (c) it must not act as an advisor or provide any third party with privileged information obtained in the performance of its work, for any real estate transaction related to the Work performed under its Contract.

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts, on any other work stream of this project for the Work performed under its Contract, as described in this clause, in respect to which Canada determines, at its sole discretion, that the Bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.



ANNEX "A"

STATEMENT OF WORK

1. INTRODUCTION

The Department of National Defence (DND) requires the services of an Independent Project Review team to conduct a third party review of the Department DND Military Pension Renewal (MPR) project. The intent of this third party review is for the Review team to provide independent advice and recommendations pertaining to the governance, planning, and project management plan for the MPR project prior to the submission to the Treasury Board of Canada requesting release of the final part of project expenditure authority.

2. BACKGROUND

The MPR project involves the transitioning of the Canadian Forces (CF) Superannuation Act pension administration (for CF Annuitants, Regular and Reserve Force members, and their survivors) from the DND legacy environment over to the Public Works and Government Services Canada (PWGSC) environment.

As part of the MPR project objectives, the following will be carried out as detailed below:

- The adaption of the Government of Canada Pension Modernization project pension administration solution to support the CF Superannuation Act pension administration business and legislative requirements;
- b. The transfer of pension administration responsibilities to PWGSC who will be the service provider for DND;
- c. Creating a CF Pension Centre in the National Capital Region (NCR) that will be used as the centre of expertise, including the transition of 230 DND civilian personnel to PWGSC, in addition to 38 existing PWGSC personnel supporting annuitants; and
- d. The formation of a DND Core Pension team of 10-15 personnel to act as liaison with PWGSC and to manage policy, new business requirements and financial reporting.

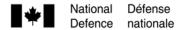
These project objectives were approved by the Treasury Board on Dec 15, 2011. Effective project approval was based on a feasibility study conducted in 2010 and as such the project will deliver in 2 releases as follows:

- a. Release 1: Contributor Functions; and
- b. Release 2: Annuitant Function

As at October 2013, DND is in the process of completing the detailed design stage of Release 1 and concurrently moving towards the start-up stage of Release 2.

At Final Operating Capability (FOC), the MPR project will include all work related to the analysis, definition and implementation of the project cost, schedule and scope objectives related to above. Project expenditure authority was approved in two phases, with a TB approval gate aligned to the start of Release 1 between each of the funding phases.





3. SCOPE OF WORK

The Review team is required to conduct a full Detailed Project Plan and Functional Specification Review (Full Gate 5 Review) of the MPR project, in accordance with the Treasury Board of Canada Secretariat, Chief Information Officer Branch (CIOB) "The Independent Reviewer's Handbook – Version 1.0" and the "Review Topics for Enquiry" documentation, to confirm the completeness and feasibility of the detailed project plan and definition of requirements in support of the MPR project Release 2 funding submission.

The outcome of this review will help decision making stakeholders involved in project approvals to provide an informed decision on whether to proceed or not proceed with a major spending and organizational commitment associated with an implementation approval. The review should provide assurance to Government stakeholders that all major unknowns have been sufficiently researched such that high impact risks have been effectively mitigated, and that the project is organized to succeed.

The Independent Reviewer's Handbook covers in detail the review issues, core review items for this gate, and expected results.

A full Review team requires one (1) Review Team Leader, one (1) Review Team member (IT) and one (1) Review Team member (Business).

4. APPLICABLE DOCUMENTS

The Review team must use the references, methodologies and approaches as described in the following documents:

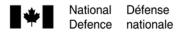
- a. The Treasury Board of Canada Secretariat, Chief Information Officer Branch (CIOB) "The Independent Reviewer's Handbook Version 1.0"; and
- b. The "Review Topics for Enquiry" documentation.

5. TASKS and DELIVERABLES

The tasks, activities and deliverables and expected duration for the Gate 5 review are described below.

No	Task	Activities and Deliverables	Expected Duration and Effort Estimate		
			Team Leader	Business Team Member	IT Team Member
1.	Plan the Review	Expected Activities: Develop work plan; develop lines of enquiry; identify list of interviews to be conducted; develop interview schedule; send communication message to project group.	5 Days	3 Days	3 Days
		Expected Deliverables: Work plan, schedule of planned activities, status report to TA, agreed upon lines of enquiry and interviewees.	Task mu days.	ist be completed in 8	8 business





2.	Discovery Phase	Expected Activities: Conduct all interviews; Record interview meeting minutes.	8 to10 Days	7 to 10 Days	7 to 10 Days
		Expected Deliverables: Regular (weekly) status reports; interview meeting minutes.	Task mu business	ist be completed in 2 s days.	<u>20</u>
3.	Analysis Phase	Expected Activities: Analyze findings; summarize findings; deliverable outlines.	3 to 4 Days	2 to 3 Days	2 to 3 Days
		Expected deliverables: Status reports, outline of planned deliverables confirmed with TA.	Task mu days.	ist be completed in 7	7 business
4.	Reporting Phase	Expected Activities: Draft review presentation, executive summary presentation, executive briefing note, and final report.	5 to 7 Days	2 to 3 Days	2 to 3 Days
		Expected Deliverables: Draft and final versions of planned reports, including any summary briefing materials required for senior management up to and including the TA, status report, and presentations as follows: 45-60 minute Presentation to MPR Sponsor Oversight Committee;	Task mu business	ist be completed in a days.	10
	Post	Minutes from to all only montings	2 Davis	Ata 2 Dava	4 to 0
5.	Mortem	Minutes from feedback meetings; Feedback on methodology for CIOB.	3 Days	1 to 2 Days	1 to 2 Days
		Expected Deliverables: Copies of meeting minutes, draft/final deliverables, and material developed; lessons learned session with project team, feedback report for CIOB.	Task mu days.	ist be completed in s	5 business
		TOTAL MAXIMUM EFFORT	24 to 29 Days	15 to 21 Days	15 to 21 Days

Unless otherwise specified, the Review team members must provide any required deliverables in electronic format compliant with current DND Office Automation application standards as follows:

- a. Reports must be in MS-Word 2003 format; and
- b. Presentation material must be in MS-PowerPoint 2003 format.





6. LIMITATIONS AND CONSTRAINTS

- a. Access to expert resources in DND for meetings, briefings and interviews will depend on the availability of resources, and will require flexibility to schedule;
- b. Short timelines with regards to Treasury Board submission dates; and
- c. DND's regular core working hours are Monday to Friday, 7 a.m. to 5 p.m. EST. The Review team members must provide its services within the core working hours.

7. COMMUNICATION REQUIREMENTS

- a. The DND Technical Authority (TA) for this requirement shall be the primary point of contact for the Review team;
- The Review Team Leader will liaise regularly between the Review team and the DND TA, providing status updates; and
- c. The Review Team Leader must immediately notify the DND TA of any issues, problems, or areas of concern in relation to any work, as they arise.

8. LANGUAGE REQUIREMENTS

The language requirement for the aforementioned tasks and deliverables is English essential, oral and written.

The Review team must be fluent in the English language. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.

9. DND SUPPORT TO CONTRACTOR

To aid the Review team in the provision of the required services, the following information, materials, and assistance will be provided if available and deemed appropriate by DND:

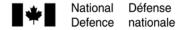
- Access to DND facilities and workstations;
- b. Computer hardware and software for work on-site at DND facilities;
- c. Access to DND personnel and Project stakeholders; and
- d. Relevant background materials.

10. LOCATION OF WORK

The Review team must be available to meet and provide services at DND and PWGSC facilities within the NCR as required; which include the following locations:

- a. 25 Nicholas Street, Ottawa, Ontario. K1N 9M8; and
- b. 1451 Coldrey Avenue, Ottawa, Ontario. K1Z 7P8.





11. TRAVEL AND LIVING

No requirement for any travel outside of the NCR is required. The Review team members will be responsible for all travel costs incurred within the NCR.





ANNEX "B" BASIS OF PAYMENT

1. PERIOD OF THE CONTRACT: FROM THE DATE OF CONTRACT TO 30 JUNE 2014.

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

1.1 Labour

The Contractor will be paid all-inclusive fixed per diem rates as follows:

Category	All Inclusive Fixed Per Diem Rate
Review Team Leader	\$[rate to be specified in the resulting
	Contract]
Team Member – IT	\$[rate to be specified in the resulting
	Contract]
Team Member – Business	\$[rate to be specified in the resulting
	Contract]

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Labour Cost: \$[value to be specified in the resulting Contract]

(a) Definition of a Day - Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

Hours worked X applicable firm per diem rate 7.5 hours

- All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

1.3 Total Estimated Cost to a Limitation of Expenditure: \$[amount to be specified in the resulting Contract]

With the exception of the fixed per diem rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the aforementioned Limitation of Expenditure.





ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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7. a) Indicate the type of info					mation augual le	fournisseur devra	avoir	accès		1,000
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7. b) Release restrictions / R	estrictions relatives à la c	diffusion								
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TBS/SCT 350-103(2004/12)

TRÈS SECRET (SIGINT)

PROTECTED A

PROTÉGÉ A

PROTÉGÉ B

PROTÉGÉ C

SECRET

PROTECTED C

CONFIDENTIAL

CONFIDENTIEL

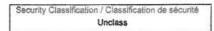
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TRÈS SECRET
TOP SECRET (SIGINT)

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

 \checkmark



Specify country(ies): / Préciser le(s) pays :

NATO UNCLASSIFIED

NATO NON CLASSIFIÉ

NATO CONFIDENTIAL

NATO CONFIDENTIEL

COSMIC TRÈS SECRET

NATO SECRET

NATO DIFFUSION RESTREINTE



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PROTECTED A

PROTÉGÉ A

PROTÉGÉ B

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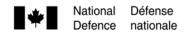
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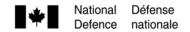


Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat W8484-14-P2LA Security Classification / Classification de sécurité Unclass

PART A (con	tinued) / PARTIE A (suite)				
8. Will the sup Le fournisse If Yes, indic Dans l'affirm	plier require access to PROTECTE eur aura-t-il accès à des renseigner cate the level of sensitivity: mative, indiquer le niveau de sensib	D and/or CLASSIFIED COMSEC Infinents ou à des biens COMSEC dési	gnés PROTÉGÉS et/ou CL	ASSIFIÉS?	No Yes Non Oui
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	Special comments: Commentaires spéciaux :	DWAN Acces	s only		54
	REMARQUE: Si plusieurs niveau	ng are identified, a Security Classificat x de contrôle de sécurité sont requis	ion Guide must be provided , un guide de classification	de la sécurité doit être	fourni.
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Government of Canada du Canada

Contract Number / Numéro du contrat

W8484-14P2LA

Security Classification / Classification de sécurité Unclass

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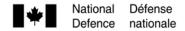
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[SRCL signature page (page 4) to be inserted in the resulting Contract]





ANNEX "D" 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 W8484-14-P2LA between Her Majesty the Queen in right of
Canada, represented by the Minister of National Defence 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 labelled 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: W8484-
14-P2LA.
Signature
Date
Dato

