

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

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

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

**THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.**

Title - Sujet TBIPS - ENTERPRISE WEB CONTENT MGMT		
Solicitation No. - N° de l'invitation W6369-13P5DD/A	Date 2014-07-30	
Client Reference No. - N° de référence du client W6369-13P5DD		
GETS Reference No. - N° de référence de SEAG PW-\$\$ZM-381-27836		
File No. - N° de dossier 381zm.W6369-13P5DD	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-08-21		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Aresta(zm div), Arden		Buyer Id - Id de l'acheteur 381zm
Telephone No. - N° de téléphone (819) 956-5633 ()		FAX No. - N° de FAX (819) 956-8075
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. DEIMS OTTAWA Ontario K1A0K2 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Informatics Professional Services Division / Division des
services professionnels en informatique

11 Laurier St., / 11, rue Laurier

3C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

File No. - N° du dossier

381zmW6369-13P5DD

Buyer ID - Id de l'acheteur

381zm

CCC No./N° CCC - FMS No/ N° VME

W6369-13P5DD

BID SOLICITATION

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

FOR ENTERPRISE WEB CONTENT MANAGMENT (EWCM)

FOR THE DEPARTMENT OF NATIONAL DEFENCE

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PART1 GENERAL INFORMATION

1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # W6369-13PDD/A. It is divided into seven parts plus annexes and, attachments as follows :

Part 1 General Information : provides a general description of the requirement;

Part 2 Bidder Instructions : provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions : provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection : indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (DND) (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of 1 contract for 1 year, plus 2 one-year irrevocable options allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. This procurement is subject to the Controlled Goods Program.
- f. Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region (NCR) under the EN578-055605/E series of SAs are invited to compete. The TBIPS SA EN578-055605/E is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

- g. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-055605/E as that joint venture at the time of bid closing in order to submit a bid.
- h. The Resource Categories described below are required on an as and when requested basis in accordance Annex "A" of the TBIPS SA:

Resource Category	Level of Expertise	Estimated Number of Resources Required
B.1 Business Analyst	2	1
B.6 Business System Analyst	2	1
A.6 Programmer/Software Developer	2	1
A.17 Webmaster	1	4
B.9 Courseware Developer	2	1
I.10 Technical Architect	3	1
B.7 Business Transformation Architect	2	1
A.11 Tester	1	1
B.2 Business Architect	3	1
A.8 System Analyst	2	1
A.13 Web Designer	2	1

1.3 DEBRIEFINGS

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

PART2 BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2014-06-26) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications: with Subsection 5.4 amended by deleting “sixty (60) days” and inserting “180 days”. If there is a conflict between the provisions of 2003 and this document, this document prevails.

The text under subsections 4 and 5 of Section 01 – Integrity Provisions - Bid of 2003 referenced above is replaced by:

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

2.2 SUBMISSION OF BIDS

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

2.3 FORMER PUBLIC SERVANT

a. Information Required

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

b. Definitions

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

c. Former Public Servant in Receipt of a Pension

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

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

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

d. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

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

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 ENQUIRIES BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 APPLICABLE LAWS

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

Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

2.7 VOLUMETRIC DATA

Solicitation No. - N° de l'invitation

W6369-13P5DD/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

381zm

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

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

PART3 BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

a. Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows :

- i. Section I: Technical Bid (5 hard copies and 1 soft copy on DVD)
- ii. Section II: Financial Bid (1 hard copies and 1 soft copy on DVD)
- iii. Section III: Certifications not included in the Technical Bid (2 hard copies)

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

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

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

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

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

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. 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.

d. Submission of Only One Bid from a Bidding Group:

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

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

e. Joint Venture Experience:

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

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

3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following :

- i. **Bid Submission Form** : Bidders are requested to include the Bid Submission Form – Attachment 3.1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance**: Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION:

Name of individual as it appears on security clearance application form: _____

Level of security clearance obtained: _____

Validity period of security clearance obtained: _____

Security Screening Certificate and Briefing Form file number: _____

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

- iii. **Substantiation of Technical Compliance:**

The technical bid must substantiate the compliance with the specific articles of Attachment 4.1, Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the

Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Justification" column of Attachment 4.1, Bid Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- iv. For Proposed Resources:** The technical bid must include 1 résumé, per Resource Category, as identified in Attachment 4.1. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
 - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
 - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
 - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience

- v. Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 4.1. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

3.3 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with Attachment 4.2 – Pricing Schedule of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - i. the rate bid must not increase by more than 5% from one time period to the next, and
 - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 SECTION III: CERTIFICATIONS

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

PART4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

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

The Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.

- iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 TECHNICAL EVALUATION

a. **Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1- Bid Evaluation Criteria.

b. **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all

the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 – Bid Evaluation Criteria.

c. Reference Checks :

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

d. Number of Resources Evaluated:

Only a certain number of resources per Resource Category will be evaluated as part of this bid solicitation as identified in Attachment 4.1. Additional resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix C of Annex A.

4.3 FINANCIAL EVALUATION - Highest Responsive Combined Rating of Technical Merit and Price

- a. **Calculation of Total Bid Price:** The financial evaluation will be conducted by calculating the Total Bid Price using the pricing tables completed by the responsive Bidders.
- b. There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (c) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (d) Financial Evaluation - Method B below).

- c. **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
- (i) **Financial Calculation:** The financial evaluation will be conducted using the pricing tables completed by the Bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) (or the median, whichever is higher) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 4.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.
 - (ii) **Firm Per Diem Median Rate Evaluation**
 - (A) **Use:** The firm per diem rate calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource category that is lower than the median as calculated below. The firm per diem median rate calculation is for evaluation purposes only and the actual submitted per diem rate will be used in any resulting contract in all instances.
 - (B) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual resource category, a median rate will be determined for each Resource Category. A median will be used to calculate each Bidder's per diem rate for the Initial Contract Period, and another median will be established for each of the option period(s). For each Resource Category, the median will be calculated using the median function in Microsoft Excel. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the median, that Bidder's financial evaluation will be conducted using a per diem rate equal to the median for that Resource Category.
- d. **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:
- (i) **Financial Calculation:** The financial evaluation will be conducted using the pricing tables completed by the Bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 4.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.
- e. **Substantiation of Professional Services Rates**
- In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for a specific Resource Category). If Canada requests price support, it will be requested from all compliant bidders proposing a rate that is at least 20% lower than the median rate bid by all compliant bidders for the relevant Resource Category or Categories. Where Canada requests price support, the following information is required:
- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant

Resource Category, where those services were provided for at least three months within the twelve months prior to the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;

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

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

e. **Formulae in Pricing Tables**

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

4.4 BASIS OF SELECTION

- a. A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria in this bid solicitation to be declared responsive.
- b. The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.
 - i. Calculation of Total Technical Score: The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Points}} \times 60 = \text{Total Technical Score} \quad \text{Maximum Technical}$$

(Bidders, please refer to the maximum technical points in Attachment 4.1 -Bid Evaluation Criteria)

- ii. Calculation of Total Financial Score: The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Lowest Total Bid Price}}{\text{The Bidder's Total Bid Price}} \times 40 = \text{Total Financial Score}$$

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

$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$

- c. In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Technical Score will become top-ranked bidder.
- d. A maximum of one contract may be awarded in total as a result of this solicitation.
- e. Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

PART5 CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

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

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

5.0 MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

5.1 INTEGRITY PROVISIONS – RELATED DOCUMENTATION

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

5.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification (Attachment 5.1), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification (Attachment 5.1), for each member of the Joint Venture.

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

5.3 PROFESSIONAL SERVICES RESOURCES

-
- a. By submitting a bid, 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.
 - b. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
 - c. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.4 CERTIFICATION OF LANGUAGE

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

For the Courseware Developer only:

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

PART6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

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

6.2 FINANCIAL CAPABILITY

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

6.3 CONTROLLED GOODS REQUIREMENT

- a. SACC Manual clause A9130T (2014-06-26) Controlled Goods Program
- b. In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

PART7 RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

- a. [] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client:** Under the Contract, the "Client" is the Department of National Defence (DND).
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 TASK AUTHORIZATION (TA)

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

- E. a description of the work for the task outlining the activities to be performed and identifying an deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges) and
 - M. any other constraints that might affect the completion of the task.
- d. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the DND Procurement Representative, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- e. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, a TA must include the following signature(s):
- A. for any TA with a value less than or equal to \$250,000.00 (including Applicable Taxes), the TA must be signed by the DND Procurement Representative; and
 - B. for any TA with a value greater than this amount, a TA must be signed by the DND Procurement Representative and the Contracting Authority.
- Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.
- f. **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by the DND Procurement Representative. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.
- g. **Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage

reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

ii. The quarterly periods are defined as follows:

- A. April 1 to June 30;
- B. July 1 to September 30;
- C. October 1 to December 31; and
- D. January 1 to March 31.

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

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

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

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

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

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

7.3 MINIMUM WORK GUARANTEE

a. In this clause,

- i. **"Minimum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
- ii. **"Minimum Contract Value"** means 2 % of the Maximum Contract Value on the date the contract is first issued.

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

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- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
 - d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within 10 business days of Contract award.

7.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

a. General Conditions :

2035 (2014-06-26), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

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

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

b. Supplemental General Conditions :

The following Supplemental General Conditions :

- i. 4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information; apply to and form part of the contract.

7.5 SECURITY REQUIREMENT

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

PWGSC FILE # Common PS SRCL #7

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

7.6 CONTRACT PERIOD

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

7.7 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Arden Aresta

Title: Contracting Authority

Organization: Public Works and Government Services Canada

Address: 11 Laurier, Gatineau, QC K21A 0S5

Telephone: 819-956-5633

Facsimile: 819-956-5078

E-mail address: arden.aresta@tpsgc-pwgsc.gc.ca

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

b. Technical Authority (To be provided at time of Contract award)

The Technical Authority for the Contract is:

Name : [_____]

Title : [_____]

Organization : [_____]

Address : [_____]

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.

c. DND Procurement Representative (To be provided at time of Contract award)

The DND Procurement Representative is:

Organization: _____

Contact: _____

Title and designation: _____

Address: National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

The DND Procurement Representative is responsible for all matters concerning the day-to-day management of the Contract. Any proposed changes to the scope of the Work are to be discussed with the DND Procurement Representative and Technical Authority, but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority.

d. Contractor's Representative (TBD)

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

7.8 PAYMENT

a. Basis of Payment

- i. Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- Estimated Cost : [\$_____]
- ii. Pre-Authorized Travel and Living Expenses :**
- Canada will not pay any travel or living expenses associated with performing the Work.
- iii. Applicable Taxes :**
- Estimated Cost : [\$_____]
- iv. Competitive Award :** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- v. Professional Services Rates :** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vi. Purpose of Estimates :** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.
- b. Limitation of Expenditure** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable Taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- i.** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

A. It is 75 percent committed, or

B. 4 months before the Contract expiry date, or

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

whichever comes first.

- ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- c. **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice;
 - ii. all Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the Work described in the TA, all of which is required to be performed for the maximum TA price. If the Work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- d. **Time Verification**
- Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.
- e. **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
 - ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.9 INVOICING INSTRUCTIONS

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

7.10 CERTIFICATIONS

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

7.11 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

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

7.12 APPLICABLE LAWS

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

7.13 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
 - i. 4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2014-06-26);
- d. Annex A, Statement of Work- Annex A including its Appendices as follows:
 - i. Appendix A to Annex A - Tasking Assessment Procedure;
 - ii. Appendix B to Annex A - Task Authorization (TA) Form;
 - iii. Appendix C to Annex A - Resource Assessment Criteria and Response Table;
 - iv. Appendix D to Annex A - Certifications at the TA stage
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the signed Task Authorizations including any required Certifications;
- h. Supply Arrangement Number EN578-055605/xxx/EI (the "**Supply Arrangement**")
- i. the Contractor's bid dated [_____] [insert date of bid], as amended [_____] [insert date(s) of amendment(s) if applicable].

7.14 DEFENCE CONTRACT

SACC Manual Clause A9006C (2012-07-16) *Defence Contract*

7.15 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.15 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

7.16 INSURANCE REQUIREMENTS

a. Compliance with Insurance Requirements

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

b. Commercial General Liability Insurance

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

- E. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- F. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- G. Employees and, if applicable, Volunteers must be included as Additional Insured.
- H. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB or similar program)
- I. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- J. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- K. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- L. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- M. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

c. Errors and Omissions Liability Insurance

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

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

7.17 CONTROLLED GOODS PROGRAM

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

7.18 LIMITATION OF LIABILITY INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their

employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability :

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

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

c. Third Party Claims :

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

the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

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

7.19 JOINT VENTURE

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

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

7.20 PROFESSIONAL SERVICES GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor

will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

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

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).
3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.21 SAFEGUARDING ELECTRONIC MEDIA

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

7.22 REPRESENTATIONS AND WARRANTIES

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

7.23 ACCESS TO CANADAS PROPERTY AND FACILITIES

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

7.24 IDENTIFICATION PROTOCOL RESPONSIBILITIES

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

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

ANNEX A- STATEMENT OF WORK

1. BACKGROUND

- 1.1. The Director Enterprise Information Management Services (DEIMS) manages the Department of National Defence/Canadian Forces (DND/CF) website and business software applications on the intranet, internet, and stand-alone environments. DEIMS is also responsible for the Web Content Management System (WCMS) environment which is the solution to improve the efficiency and consistency with which organizations use the Web.
- 1.2. A great majority of DND/CF Groups, Environments and Commands have created websites as a way of sharing information with external and internal audiences. The majority of the websites' content is managed manually while others are managed by the Enterprise Web Content Management (EWCMS) systems (Autonomy/Interwoven TeamSite). The maintenance and standardization of the content on many of these sites have been a challenge due to a finite number of resources available to perform time-consuming, technical and demanding WCM tasks. As a result, many of the Defence Web sites will require improvements to update, organize and ensure compliant content for improved communication and delivery of services.

2. OBJECTIVE

- 2.1. DEIMS is seeking the services of resources to assist DND/CF with gathering the requirements for the upgrade and proper configuration of the Autonomy/Interwoven TeamSite Enterprise Web Content Management System (EWCMS). This will achieve DND organizations' mandate to capture, manage, store, preserve and deliver content and documents related to DND's organizational processes on the Web while assuring DND/CF web content compliancy with Government of Canada (GoC) Web Standards policies.

3. SCOPE

3.1 Business Analyst – Level 2

The Business Analyst must work with DND to develop functional design or change requirements for the migration of current DND website content into the EWCMS. The Business Analyst must work with DND stakeholders to remap website content structure and presentation to meet the new GoC usability standards. The website and user interfaces (UI) must be based on client requirements and a project plan. The work will be performed in conjunction with a team of developers and subject matter experts (SMEs). All web pages and applications must conform to Government of Canada and DND web design and application development policies and standards.

3.2 Business System Analyst – Level 2

The Business System Analyst must, in conjunction with the DND Stakeholders, gather information regarding, record, analyze, prioritize, assess, validate, manage and communicate EWCMS requirements.

3.3 Programmer/Software Developer – Level 2

The Programmer/Software Developer must code the functionality into the Autonomy/Interwoven TeamSite web content management system using XSLT, Java and XML programming as per assigned design specifications documents and user stories. The resource will be working in an Agile development environment.

3.4 Webmaster – Level 1

The Webmaster must perform static web publishing requests to web site pages on the DND/CF intranet using Dreamweaver and FTP programs. The requests for web site updates come into a central Outlook positional mailbox and are assigned to team resources for completion. The Webmaster must be knowledgeable of the GoC Web Standards for accessibility.

3.5 Courseware Developer – Level 2

The Courseware Developer must assist the project team with the courseware design, technical writing, training coordination, e-learning and computer training for the EWCMS. The development of training modules is performed in the online learning system Saba.

3.6 Technical Architect – Level 3

The Technical Architect must upgrade and configure the EWCMS. The Technical Architect must perform the installation and configuration of TeamSite version 8 and provide all related technical reference documents. The resource must also integrate, review and modify the current solution and specifications for an enterprise-wide implementation.

3.7 Business Transformation Architect – Level 2

The Business Transformation Architect (BTA) must assist DND stakeholders with the transition of their website migration tasks into the EWCMS. The BTA will work with the DEIMS to define for WCMS customizations and Web Usability standards including Web Experience Toolkit (WET) 3.0 integration.

3.8 Tester – Level 1

The Tester must perform various activities related to testing such as developing test plans and test cases, reviewing functional documents, as well as performing integration and regression testing of the EWCMS using Microsoft Team Foundation Server.

3.9 The Business Architect - Level 3

The Business Architect must review relevant policies, guidelines, roles and responsibilities related to the DND/CF web presence and governance structure. The resource must research, document and facilitate the implementation of the web strategy with departmental senior management.

3.9 System Analyst – Level 2

The System Analyst must perform tasks relating to the Search Engine Optimization within DND/CF. The resource will work with DEIMS to improve page ranking in the search results. The System Analyst must provide training material in order to give search engine optimization (SEO) techniques workshops to stakeholders.

3.10 Web Designer – Level 2

The Web Designer must assess the level of usability of Web content using industry and government standards. The resource must draft a consolidated assessment methodology guide that will provide DND personnel with instructions on how to incorporate usability principles into the Web content development process.

4. APPLICABLE DOCUMENTS

4.1. IM Functional Guidance;

4.2. Defence Web Content Management System Vision; and

4.3. Project Plan and System documented procedures, technical design and configuration documents.

5. LOCATION OF WORK

5.1. The work will be performed primarily on DND premises, at 222 Nepean Street, Ottawa, Ontario, or at other DND locations in the National Capital Region (NCR) subject to the discretion of the Technical Authority.

5.2. The contractor personnel may conduct some work offsite when approved by the Technical Authority. However, any work conducted that involves DND networks must be completed on DND premises.

6. CONSTRAINTS

6.1. The contractor personnel must be available to work on DND premises within the NCR between the hours of 07:00 to 17:00, Monday to Friday, excluding statutory holidays. DND will provide the resources with workspace and workstations.

7. TECHNICAL ENVIRONMENT

7.1. The current DEIMS technical environment includes:

- 7.1.1. Microsoft Internet Information Services;
- 7.1.2. Microsoft Team Foundation Server 2010;
- 7.1.3. Microsoft SharePoint Services;
- 7.1.4. Autonomy Team Site 6.92, 7.2 and 7.3;
- 7.1.5. Autonomy Live Site Display and Content Services 7.2, 7.3;
- 7.1.6. Autonomy Open Deploy;
- 7.1.7. Autonomy Site Publisher;
- 7.1.8. Autonomy IDOL;
- 7.1.9. Microsoft Office Suite desktop applications;
- 7.1.10. Windows XP and Microsoft Outlook 2003;
- 7.1.11. Remedy;
- 7.1.12. WebTrends;
- 7.1.13. Perl;
- 7.1.14. Dreamweaver;
- 7.1.15. WSFTP Pro; and
- 7.1.16. Web Experience Toolkit (WET) 3.0 or later versions.

8. TASKS AND DELIVERABLES

8.1. Business Analyst – Level 2

The resource must:

- 8.1.1. Lead requirements analysis and validation for an EWCMS solution (this requires knowledge of Information Architecture, usability, metadata, web analytics and GoC IM policies and standards), ensuring that requirement statements are complete, consistent, concise, comprehensible, traceable, feasible, unambiguous, and verifiable, and that they conform to DND/CF standards;
- 8.1.2. Establish and implement effective requirement practices, including use and continuous improvement of a requirements process;
- 8.1.3. Draft and provide documented requirement specifications according to DND/CF standard templates, using natural language simply, clearly, unambiguously, and concisely;
- 8.1.4. Conduct Joint Application Design (JAD) sessions and meet one-on-one with business clients, users and development team;
- 8.1.5. Participate and lead requirements prioritization sessions;
- 8.1.6. Manage requirements errors and defects, and write requirements defect identification and notification reports;
- 8.1.7. Participate in peer reviews and inspections of requirements documents;
- 8.1.8. Participate in peer reviews of work products derived from requirements specifications to ensure that the requirements were interpreted correctly;
- 8.1.9. Establish iterative system release packages and schedules with the project team using the Agile system development methodology;
- 8.1.10. Develop and implement a performance measurement framework which must include conducting at least one survey;
- 8.1.11. Draft and provide a migration strategy plan for moving clients' websites into the Web Content Management System including how to prepare, step-by-step-how-to execute guide, tracking sheet, work plan timeline, communication plan for stakeholders and senior management in collaboration with the project team;
- 8.1.12. Monitor industry trends to ensure that solutions fit with government and industry directions for technology;
- 8.1.13. Transfer subject matter knowledge to DND employees; and
- 8.1.14. Provide migration tracking documents using Microsoft Project, Microsoft Excel, Microsoft PowerPoint and Microsoft Word formats. These may include, but not limited to, migration process, content preparation guide, migration options, and Web site evaluations to determine readiness and complexity

8.2. Business System Analyst – Level 2

The resource must:

- 8.2.1. Elicit business requirements from DEIMS clients through meetings, interviews and questionnaires. Organize and chair meetings with DEIMS personnel to discuss clients' new requirements in order to gather supporting information and to understand the expectations from the perspective of the functional analysts, project managers and programmer analysts;
- 8.2.2. Develop and present the product live demo and downloadable MS PowerPoint presentation;
- 8.2.3. Develop, document and monitor the user acceptance testing process;
- 8.2.4. Create a Business Requirement document including the user stories;
- 8.2.5. Create a Vision and Scope document. This document must provide an overview of the business context (current state versus future) and ensure that all stakeholders share a common understanding of the needs being addressed;
- 8.2.6. Create an Options Analysis document. This document must provide a description of the various options that could be used to satisfy the client's requirements, and a recommendation on the most viable option;
- 8.2.7. Create a Functional Specifications document. This document must define and describe the functions of a system. Functional requirements may be calculations, technical details, data manipulation and processing and other specific functionality that define what a system is supposed to accomplish; and

- 8.2.8. Provide a bi-weekly status report outlining work in progress, work completed, and work planned using : template that will be provided by the Technical Authority.

8.3. Programmer/Software Developer – Level 2

The resource must:

- 8.3.1. Deliver an EWCMS design;
- 8.3.2. Provide analysis and planning of assigned development work for complexity and level of effort;
- 8.3.3. Participate in developers' daily meetings to provide update and input of current development into project plan. Provide System Development Life Cycle (SDLC) definitions, proof of concept, design, interface implementation, quality assurance testing and maintenance;
- 8.3.4. Analyze and provide technical solutions to software requirements during design specifications review phases;
- 8.3.5. Create and execute server side scripts in PERL, VB, and PHP languages necessary for the WCMS operation;
- 8.3.6. Implement Autonomy Interwoven TeamSite WCMS;
- 8.3.7. Design and develop Autonomy TeamSite so that it is compliant with the Treasury Board Secretariat (TBS) standards on web pages;
- 8.3.8. Develop in-house maintenance strategies post integration of TeamSite with TBS web standards including but not limited to the Web Experience Toolkit (WET 3.0) and/or higher;
- 8.3.9. Provide technical specifications for automated and semi-automated migration of web content;
- 8.3.10. Provide technical support to other groups such as Migration, Quality Assurance testing, TeamSite admin and Service Desk teams;
- 8.3.11. Attend meetings as and when required and provide feedback;
- 8.3.12. Provide a bi-weekly status report outlining work in progress, work completed, and work planned using : template that will be provided by the Technical Authority.
- 8.3.13. Work with DND employees to transfer subject matter knowledge;
- 8.3.14. Resolve reported and documented problems collaboratively with DND staff and contracted consultants to find the appropriate solutions to technical problems;
- 8.3.15. Assist the Business Analyst's team to elicit functional requirements;
- 8.3.16. Produce TeamSite component design specifications at the functional and technical level; and
- 8.3.17. Provide technical support and actively participate in the TeamSite upgrade to the latest vendor version. Tasks include but are not limited to customizations of system components, unit testing of components, debugging and troubleshooting.

8.4. Webmaster – Level 1

The resource must:

- 8.4.1. Maintain XHTML mark-up code syntax;
- 8.4.2. Maintain ASP mark-up code and server-side scripting functionality;
- 8.4.3. Maintain CSS data to reflect client color, background images, positioning change requests as applicable within the web template utilized;
- 8.4.4. Respond to client requests using MS Outlook to ensure all relevant and sufficient information was provided to complete the task;
- 8.4.5. Maintain ASP server side script and JavaScript client-side scripting languages; and
- 8.4.6. Design, develop and maintain DND/CF web sites to comply with Canadian Government TB CLF 2.0 standard web pages.

8.5. Courseware Developer – Level 2

The resource must:

- 8.5.1. Design and develop Web-based training and help material for a WCMS;
- 8.5.2. Develop and coordinate a training curriculum for the different roles of WCMS end users;
- 8.5.3. On occasions, deliver an online webinar to identified clients who have difficulties with the self-paced online training system;
- 8.5.4. Coordinate and maintain e-learning intranet or Web site by posting and updating course materials;
- 8.5.5. Update training materials and documentation with the new functionalities implemented in the WCMS;
- 8.5.6. Develop and deploy training feedback mechanisms; and
- 8.5.7. Recommend and integrate training improvement strategies based on findings.

8.6. – Technical Architect – Level 3**The resource must:**

- 8.6.1. Enhance, maintain and assist in the implementation of the DND/CF WCMS using WCMS TeamSite;
- 8.6.2. Maintain web-based applications as requested by the Technical Authority to ensure continued reliability including but not limited to bug fix, regular periodic maintenance and enhancement activities for TeamSite development;
- 8.6.3. Produce scalable stable architecture for TeamSite environments;
- 8.6.4. Analyze, integrate and configure TeamSite components such as Media Bin, IDOL, Records Document and Information Management System (RDIMS) and SharePoint connectors;
- 8.6.5. Implement and enhance usability standards in TeamSite, and improve Quality Control;
- 8.6.6. Install and configure new versions of Team Foundation Server (TFS) such as Team Foundation 2012;
- 8.6.7. Assist in day-to-day administration of Team Foundation Server;
- 8.6.8. Work with DND staff for knowledge transfer on TFS administration;
- 8.6.9. Implement and customize the process templates in TFS as per the needs of DEIMS;
- 8.6.10. Configure role-based security in TFS for team projects;
- 8.6.11. Draft and update related Standard Operating Procedures (SOPs) required to administer TFS;
- 8.6.12. Configure TFS with customized process template;
- 8.6.13. Create, maintain and update system architecture design diagram and supporting documentation for corporate implementation;
- 8.6.14. Develop TeamSite upgrade strategy and implement the strategy;
- 8.6.15. Develop and provide technical TeamSite components and upgrades installation and configuration procedure/specifications documents;
- 8.6.16. Integrate latest GoC WET templates into TeamSite including but not limited to WET 3.0 or later versions;
- 8.6.17. Resolve reported and documented problems collaboratively with DEAIS staff and contracted consultants to find the appropriate solutions to technical problems;
- 8.6.18. Attend meetings as-and-when-requested;
- 8.6.19. Transfer subject matter knowledge to DND employees;
- 8.6.20. Develop in-house maintenance strategies post implementation of TeamSite 7.3 and WET 3.0;
- 8.6.21. Provide technical specifications for automated and semi-automated migration of content;
- 8.6.22. Develop migration script for automated migration;
- 8.6.23. Provide system access security design specifications; and
- 8.6.24. Provide a bi-weekly status report outlining work in progress, work completed, and work planned using a template that will be provided by the Technical Authority.

8.7. – Business Transformation Architect – Level 2**The resource must:**

- 8.7.1. Define requirements for TeamSite customizations and Web Usability standards, including WET 3.0 integration, with Technical Authority and Technical Architect;
- 8.7.2. Consult with Level 1 web content owners to assist DEIMS in developing and implementing the Web-Usability Standards for TeamSite including WET 3.0;
- 8.7.3. Develop functional design and/or change requirements with client subject matter experts;
- 8.7.4. Maintain system functional and design specifications documents;
- 8.7.5. Document requirements specifications according to DND/CF standard templates for the technical team using Microsoft Team Foundation Application;
- 8.7.6. Obtain and review the gathered departmental requirements approved by the business clients, users and development team by facilitating working group sessions and by conducting one-on-one meetings
- 8.7.7. Participate in reviews and inspections of requirements documents;
- 8.7.8. Participate in reviews of work products derived from requirements specifications to ensure that the requirements were interpreted correctly.
- 8.7.9. Provide guidance to the Business System Analyst on Web Strategy;
- 8.7.10. Assist DND with the Web Governance Model; and
- 8.7.11. Provide input to the Technical Authority for project plan tasks updates.

8.8. Tester – Level 1

The resource must:

- 8.8.1. Review assigned test cases and provide an estimated time to completion via email to the Technical Authority;
- 8.8.2. Participate in scheduled meetings with the project team including the Technical Authority, developer, and business system analyst to gather info and to provide via email feedback with regards to the testing effort;
- 8.8.3. Create a test plan document of an application within the DEIMS application portfolio based on the approved business requirements and functional specifications documents;
- 8.8.4. Create a detailed test case document for an application within the DEIMS application portfolio based on the approved test plan and functional specifications document;
- 8.8.5. Perform functional testing as specified in the test cases using the test case document created from the test plan and functional requirements documents;
- 8.8.6. Perform performance, integration, and interoperability testing based on the test case document that was created from the test plan and functional specifications document;
- 8.8.7. Perform regression testing using existing test cases on assigned applications to verify current functionality has not been affected by changes to the application;
- 8.8.8. Automate test cases using Visual Studio Team System (VSTS), VSTS record/play, HP Quick Test Professional or IBM Rational Functional Testing and Rational Robot for an application within the DEIMS application portfolio based on the test cases that have been created;
- 8.8.9. Identify and register defects related to code and documentation for an assigned application using Visual Studio Team Foundation for testers, HP Quality Center, IBM Clear Quest, Bug-Track or MKS Integrity Manager used in the testing environment;
- 8.8.10. Complete a test iteration report document for each cycle of testing based on the test cases that are run and the defects that were identified;
- 8.8.11. Complete a test synopsis document based on the iteration reports that were created for each cycle of testing;
- 8.8.12. Complete a test traceability matrix document;
- 8.8.13. Coordinate and schedule defect review meetings with the project team using the iteration report document as a guide to discuss and make changes if required, to the outstanding defects. The document must be updated immediately after the conclusion of the meeting; and
- 8.8.14. Provide a bi-weekly status report outlining work in progress, work completed, and work planned using a template that will be provided by the Technical Authority.

8.9. Business Architect – Level 3

The resource must:

- 8.9.1. Review relevant policies, guidelines, roles and responsibilities related to the DND/CF web presence. Participate in the scoping, planning, design and implementation efforts for the web strategy;
- 8.9.2. Create a web strategy for DND/CF. The web strategy describes how to establish and evolve DND/CF's web presence;
- 8.9.3. Create a work plan to implement the Web Strategy;
- 8.9.4. Review the DND/CF web governance to identify gaps and update governance documents to fill the gaps;
- 8.9.5. Attend all departmental Web Steering Committee and Web Working Group meetings, prepare presentations for these meetings and moderate specific topics;
- 8.9.6. Engage stakeholders to gather input regarding web usability and usability standard to provide a roadmap/implementation plan for the development of the DND/CF Information Architecture and navigation;
- 8.9.7. Develop a web usability implementation plan. This plan must identify phases and costs per phase;
- 8.9.8. Review Information Architecture data, perform analysis and create model for DND/CF Information Architecture;
- 8.9.9. Facilitate on-site discussion with DND/CF stakeholders to confirm the Information Architecture model;
- 8.9.10. Present confirmed model to DND/CF Web Governance committees (e.g Web Steering Committee, Web Working Group); and
- 8.9.11. Provide project plan tasks updates.

8.10. System Analyst – Level 2

The resource must:

- 8.10.1. Analyze and document the current DND search engine configuration related to page ranking for search results;
- 8.10.2. Analyze and draft a WCMS and eSearch interoperability configuration strategy to maximize search results page ranking for WCMS Web sites;
- 8.10.3. Analyze and document existing enterprise Web Analytics tools and configuration and suggest performance improvements where needed;
- 8.10.4. Compile clients' website Search Engine Optimization (SEO) and Web Analytics performance statistics reports;
- 8.10.5. Draft Stakeholder website improvement strategy report by consolidating SEO and Web Analytics reports;
- 8.10.6. Develop educational material in the form of workshop presentations about WCMS-specific SEO user guide consisting of industry best practices and writing for the web techniques; and
- 8.10.7. Conduct classroom workshops on SEO and Web Analytics strategies.

8.11. Web Designer - Level 2

The resource must:

- 8.11.1. Become familiar with DND/CF Web publishing environment (role of Public Affairs team, Center Of Expertise (COE) team(s), WIM tool, WIM roles available, etc.);

- 8.11.2. Gather industry standards for assessing the level of usability of Web content (Websites) and Web development process (this is the continuous improvement cycle of content planning / testing / adjusting) and develop an assessment methodology;
- 8.11.3. Consolidate assessment methodology with Treasury Board's assessment methodology;
- 8.11.4. Analyze Web content and Web development process for compliancy with Government of Canada Web Usability Standard;
- 8.11.5. Provide guidance to DND employees on how to incorporate usability principles into the Web development process;
- 8.11.6. Advise training team on usability best practices to incorporate into ongoing training; and
- 8.11.7. Draft reports and presentations to stakeholders and management on the current level of usability of Web sites and development process and provide recommendations for improvements.

9. REPORTING REQUIREMENTS

- 9.1. The Contractor must provide a financial status report, to be included with the monthly invoice, which must contain, at a minimum, the following information:
 - 9.1.1. Task Number;
 - 9.1.2. Start Date;
 - 9.1.3. End Date;
 - 9.1.4. Amount Spent on Services;
 - 9.1.5. GST/HST;
 - 9.1.6. Total Spent;
 - 9.1.7. Task Value;
 - 9.1.8. Funds Remaining in the Task;
 - 9.1.9. % Complete; and
 - 9.1.10. Task Status (Active/Closed).
- 9.2. A monthly progress report must be completed by the Contractor for each resource and submitted to the Technical Authority at the beginning of the following month, with a copy to accompany the monthly invoice. At a minimum, each progress report must document the following information:
 - 9.2.1. All significant activities performed in the period covered that may impact the performance of the Work;
 - 9.2.2. Status of any outstanding activities that may extend beyond normal timelines;
 - 9.2.3. Description of any problems encountered which will require attention or escalation; and
 - 9.2.4. Any recommendations to update procedures.
- 9.3. All reports must be provided in one (1) hard copy and one (1) soft copy, in a format acceptable to the Technical Authority. The soft copy must be compatible with Microsoft Office 2003 (or later versions) or Adobe Reader.

2. LANGUAGE REQUIREMENTS

- 2.1. The Courseware Developer must be fluently bilingual in English and French. All other resources must be fluent in the English language.
- 2.2. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.

3. TRAVEL

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Travel within the NCR will not be reimbursed. Travel outside the NCR will not be required.

APPENDIX A TO ANNEX A TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached a Appendix B to Annex A will be provided to the Contractor. Once a draft TA Form is received the Contractor must submit to the DND Procurement Representative a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 2 working days turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (A) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, the certification must be current, valid and issued by the entity specified in this Contract or if the entity is not specified an accredited or otherwise recognized body, institution or entity.
 - (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (F) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done,

they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criteria met unless the response is received within working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.

4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contractor's quotation will be found to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

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APPENDIX B TO ANNEX A

DND 626

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation /Réduction	Previous value – Valeur précédente

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To – À	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>PRIÈRE D'AVISER LE SIGNATAIRE SI LA LIVRAISON NE PEUT SE FAIRE DANS LES DÉLAIS PRESCRITS. LES FACTURES DOIVENT ÊTRE ÉTABLIES SELON LES INSTRUCTIONS ÉNONCÉES DANS LE CONTRAT.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="border-top: 1px solid black; width: 40%; text-align: center;">Date</div><div style="border-top: 1px solid black; width: 55%; text-align: center;">for the Department of National Defence pour le ministère de la Défense nationale</div></div>		
Delivery location – Expédiez à			
Delivery/Completion date – Date de livraison/d'achèvement			

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Contract item no. N° d'article		Cost
du contrat		Prix
Services		
	GST/HST	
	TPS/TVH	
	Total	
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.		
NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
<hr/>		
For the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

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APPENDIX C TO ANNEX A

RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

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

Note to Bidders: Attachment 4.1 – Bid Evaluation Criteria to be inserted and will form part of the resulting contract.

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APPENDIX D TO ANNEX A CERTIFICATIONS AT THE TA STAGE

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

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

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

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

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

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

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

Print name of authorized individual & sign above

Date

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4. CERTIFICATION OF LANGUAGE - English and/or Bilingual

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

For the B.9 Courseware Developer only:

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in both official languages of Canada (French and English). The resource proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

Annex B – Basis of Payment**INITIAL CONTRACT PERIOD:**

Initial Contact Period: Year 1		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.1 – Business Analyst	Level #2	\$
B.6 – Business System Analyst	Level #2	\$
A.6 – Programmer / Software Developer	Level #2	\$
A.17 - Webmaster	Level #1	\$
B.9 – Courseware Developer	Level #2	\$
I.10 – Technical Architect	Level #3	\$
B.7 – Business Transformation Architect	Level #2	\$
A.11 - Tester	Level #1	\$
B.2 – Business Architect	Level #3	\$
A.8 – System Analyst	Level #2	\$
A.13 – Web Designer	Level #2	\$

OPTION PERIODS:

Option Period 1: Year 2		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.1 – Business Analyst	Level #2	\$
B.6 – Business System Analyst	Level #2	\$
A.6 – Programmer / Software Developer	Level #2	\$
A.17 - Webmaster	Level #1	\$

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B.9 – Courseware Developer	Level #2	\$
I.10 – Technical Architect	Level #3	\$
B.7 – Business Transformation Architect	Level #2	\$
A.11 - Tester	Level #1	\$
B.2 – Business Architect	Level #3	\$
A.8 – System Analyst	Level #2	\$
A.13 – Web Designer	Level #2	\$

Option Period 2: Year 3		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.1 – Business Analyst	Level #2	\$
B.6 – Business System Analyst	Level #2	\$
A.6 – Programmer / Software Developer	Level #2	\$
A.17 - Webmaster	Level #1	\$
B.9 – Courseware Developer	Level #2	\$
I.10 – Technical Architect	Level #3	\$
B.7 – Business Transformation Architect	Level #2	\$
A.11 - Tester	Level #1	\$
B.2 – Business Architect	Level #3	\$
A.8 – System Analyst	Level #2	\$
A.13 – Web Designer	Level #2	\$

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Annex C

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

SRCL COMMON PS SRCL #7

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada		2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Professional Services - Standing Offers and Supply Arrangements			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/>	No Non <input checked="" type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/>	No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			

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Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions <input checked="" type="checkbox"/> Aucune restriction relative à la diffusion Not releasable <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	All NATO countries <input type="checkbox"/> Tous les pays de l'OTAN Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	No release restrictions <input type="checkbox"/> Aucune restriction relative à la diffusion Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
---	---	---

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

PROTECTED A	X		NATO UNCLASSIFIED		PROTECTED A		
PROTÉGÉ A			NATO NON CLASSIFIÉ		PROTÉGÉ A		
PROTECTED B			NATO RESTRICTED		PROTECTED B		
PROTÉGÉ B			NATO DIFFUSION ESTREINTE		PROTÉGÉ B		
PROTECTED C			NATO CONFIDENTIAL		PROTECTED C		
PROTÉGÉ C			NATO CONFIDENTIEL		PROTÉGÉ C		
CONFIDENTIAL			NATO SECRET		CONFIDENTIAL		
CONFIDENTIEL			NATO SECRET		CONFIDENTIEL		
SECRET			COSMIC TOP SECRET		SECRET		
SECRET			COSMIC TRÈS SECRET		SECRET		
TOP SECRET					TOP SECRET		
TRÈS SECRET					TRÈS SECRET		
TOP SECRET (SIGINT)					TOP SECRET (SIGINT)		
TRÈS SECRET (SIGINT)					TRÈS SECRET (SIGINT)		

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

☒ No
☐ Yes

If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité:

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

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

☒ No ☐ Yes
☒ Non ☐ Oui

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

Document Number / Numéro du document :

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET– SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:

Commentaires spéciaux :

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

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

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

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

☒ No ☐ Yes
☒ Non ☐ Oui

If Yes, will unscreened personnel be escorted?

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

☐ No ☐ Yes
☒ Non ☐ Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No
Non ☐ Yes
Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No
Non ☐ Yes
Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No
Non ☐ Yes
Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No
Non ☐ Yes
Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No
Non ☐ Yes
Oui

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - No de téléphone

Facsimile N°. - No de télécopieur

E-mail address - Adresse courriel

Date

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

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - No de téléphone

Facsimile N°. - No de télécopieur

E-mail address - Adresse courriel

Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☒ No
Non ☐ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - No de téléphone

Facsimile N°. - No de télécopieur

E-mail address - Adresse courriel

Date

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

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Name (print) - Nom (en lettres moulées)		Title -Titre	Signature	
Telephone No. - No de téléphone	Facsimile N°. - No de télécopieur		E-mail address - Adresse courriel	Date

ATTACHMENT 3.1**BIDDER FORMS**

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>		
<p>Security Clearance Level of Bidder</p> <p><i>[include both the level and the date it was granted]</i></p>		
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		

Attachment 4.1 – BID EVALUATION CRITERIA

1. Mandatory Criteria

1.1	B.1 BUSINESS ANALYST – LEVEL 2				
	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	The proposed resource must have demonstrated experience working as a Business Analyst in an IM/IT environment.	The proposed resource must have a minimum 5 years of experience within the last 10 years, as of bid closing.			
M2	The proposed resource must have a university undergraduate degree in any discipline or a college diploma in computer science or business analysis from a recognized university or community college.	It is requested that the Bidder provide proof of the proposed resource's degree or diploma at bid submission.			
M3	The proposed resource must have demonstrated experience in developing project plans, , and coordinating web content migration projects for either an enterprise level organization of at least 10,000 users or for an internet/intranet website of at least 100,000 web pages.	The proposed resource must have worked on a minimum of 1 project.			
M4	The proposed resource must have demonstrated experience in project(s) conducting a web-environment analysis, as well as assessing industry trends related to User Centred Design (UCD) and	The proposed resource must have a minimum of 4 months of experience within the last 5 years, as of bid closing.			

	information relevant to the development of a web Information Architecture (IA).				
M5	The proposed resource must have demonstrated experience in the conceptual design for the web using information architecture, usability and accessibility methodologies, metadata and web analytics.	The proposed resource must have a minimum of 1 year of experience within the last 3 years, as of bid closing.			

1.2	A.6 PROGRAMMER/SOFTWARE DEVELOPER – LEVEL 2				
	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	The proposed resource must have a university undergraduate degree or a college diploma in computer science or computer programming from a recognized university or community college.	It is requested that the Bidder provide proof of degree or diploma at bid submission.			
M2	The proposed resource must have demonstrated experience working as a web developer in an enterprise Web Content Management System (WCMS) development & maintenance role.	The proposed resource must have a minimum of 2 years of experience within the last 5 years, as of bid closing.			
M3	The proposed resource must have demonstrated programming experience with XML and XSLT.	The proposed resource must have a minimum of 2 years of experience within the last 5 years, as of bid closing.			

M4	The proposed resource must have demonstrated programming experience with Java.	The proposed resource must have a minimum of 2 years of experience within the last 5 years, as of bid closing.			
M5	The proposed resource must have demonstrated experience in developing websites following Web Consortium Accessibility Guideline (WCAG) 2.0 standards.	The proposed resource must have a minimum of 1 year of experience within the last 5 years, as of bid closing.			
M6	The proposed resource must have demonstrated experience in the use of source control tools Visual Source Safe.	The proposed resource must have a minimum of 1 year of experience within the last 5 years, as of bid closing.			

1.3	B.9 COURSEWARE DEVELOPER – LEVEL 2				
	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	<p>The proposed resource must have a University undergraduate degree in Computer Science, Business Administration or Education from a recognized university and demonstrated experience working in a training-related position.</p> <p>or</p> <p>The proposed resource must have demonstrated experience working in a Courseware Developer position.</p>	<p>It is requested that the Bidder provide proof of the proposed resource's degree at bid submission and the proposed resource must have 2 years of training experience within the past 5 years, as of bid closing.</p> <p>or</p> <p>The Bidder's proposed resource must have 5 years of Courseware Developer experience within the last 10 years, as of bid closing.</p>			

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	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M2	The proposed resource must have demonstrated experience with courseware developer authoring technologies and multimedia applications for the Web in a Microsoft environment.	The proposed resource must have worked on a minimum of 2 projects in the last 5 years, as of bid closing.			

1.4	B.2 BUSINESS ARCHITECT – LEVEL 3				
M1	The proposed resource must have demonstrated experience working as a Business Architect in an IM/IT environment.	The proposed resource must have a minimum of 10 years of experience, as of bid closing.			

M2	The proposed resource must have a University undergraduate degree in Computer Science or Business Administration from a recognized university.	It is requested that the Bidder provide proof of the proposed resource's degree at bid submission.			
M3	The proposed resource must have demonstrated experience with the development and review of existing enterprise policies and business rules that govern the internet Web presence.	The proposed resource must have a minimum of 2 years of experience in the last 5 years, as of bid closing.			
M4	The proposed resource must have demonstrated experience participating in senior management-level working group meetings.	The proposed resource must have a minimum of 2 years of experience in the last 5 years, as of bid closing.			
M5	The proposed resource must have demonstrated experience developing business architecture plans for merging diverse Web business objectives towards a unified enterprise Web Governance model.	The proposed resource must have a minimum of 2 years of experience in the last 5 years, as of bid closing.			

1.5

I.10 TECHNICAL ARCHITECT - Level 3

	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	The proposed resource must have demonstrated experience working as a Technical Architect in an IM/IT environment.	The proposed resource must have a minimum of 10 years of experience, as of bid closing.			
M2	The proposed resource must have a university undergraduate degree, or a 2-year college diploma, in computer science from a recognized university or community college.	It is requested that the Bidder provide proof of the proposed resource's degree or diploma at bid submission.			
M3	The proposed resource must have demonstrated experience in the installation, configuration and customization to TeamSite 7.2 or higher consisting of LiveSite and SitePublisher.	The proposed resource must have a minimum of 6 months, as of bid closing.			
M4	The proposed resource must have demonstrated experience with the installation and configuration of Virage MediaBin.	The proposed resource must have a minimum of 6 months, as of bid closing.			

	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M5	The proposed resource must have demonstrated experience developing components for the Autonomy/HP TeamSite version 7.2 or higher.	The proposed resource must have a minimum of 3 years, as of bid closing.			

1.6	B.6 BUSINESS SYSTEM ANALYST – LEVEL 2				
	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	The proposed resource must have demonstrated experience working as a Business System Analyst in an IM/IT environment.	The proposed resource must have a minimum of 5 years of experience within the last 10 years.			
M2	The proposed resource must have a University undergraduate degree, or a 2-year College diploma, in Computer Science or Business Administration from a recognized university or community college.	It is requested that the Bidder provide proof of the proposed resource's degree or diploma at bid submission.			

1.6	B.6 BUSINESS SYSTEM ANALYST – LEVEL 2				
	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M3	The proposed resource must have demonstrated experience performing business analyses of functional requirements for a Web Content Management System (WCMS) in an Agile Development and Support Team environment.	The proposed resource must have a minimum of 2 years of experience within the last 5 years, as of bid closing.			

1.7	B.7 BUSINESS TRANSFORMATION ARCHITECT – LEVEL 2				
	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	(a) The proposed resource must have demonstrated experience working in the role of a Business Transformation Architect and hold a University undergraduate degree in Computer Science or Business Administration from a recognized university or a 2-year College diploma in Computer Science. or (b) The proposed resource must have demonstrated experience	(a) It is requested that the Bidder provide proof of the proposed resource's degree or diploma at bid submission and the proposed resource must have 2 years of Business Transformation Architect experience within the past			

	working in the role of a Business Transformation Architect.	5 years, as of bid closing. or (b) The proposed resource must have 4 years of Business Transformation Architect experience within the last 8 years, as of bid closing.			
M2	The proposed resource must have demonstrated experience in facilitating working group sessions and/or conducting one-on-one meetings to achieve business transformation including analysis on work force.	The proposed resource must have a minimum of 3 years of experience within the last 10 years.			
M3	The proposed resource must have demonstrated experience developing Web strategy and/or Web site migration based on User Centred Design approach.	The proposed resource must have worked a minimum of 1 project within the last 5 years, as of bid closing.			
M4	The proposed resource must have demonstrated experience with Web content migration.	The proposed resource must have worked on a minimum of 1 project within the last 5 years, as of bid closing.			

1.8		A.11 TESTER, Level 1			
	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	The proposed resource must have demonstrated experience in reviewing and providing comments on test documentation including business and functional requirements.	The proposed resource must have worked on a minimum of 2 projects within the last 5 years, as of bid closing.			
M2	The proposed resource must have demonstrated experience in managing and tracking defects.	The proposed resource must have worked on a minimum of 2 projects within the last 5 years, as of bid closing.			
M3	The proposed resource must have demonstrated experience in the coordination and development of test plans and test cases for web and client server applications.	The proposed resource must have worked on a minimum of 2 projects within the last 5 years, as of bid closing.			

1.9		A.17 WEBMASTER – LEVEL 1			
	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	The proposed resource must have demonstrated experience developing web pages and web forms compliant with Web Consortium Accessibility Guideline	The proposed resource must have a minimum of 2 years of experience, as of bid closing.			

	(WCAG) 2.0 accessibility standards.				
M2	The proposed resource must have demonstrated experience with image resizing for the Web using Image editing software	The proposed resource must have a minimum of 1 year of experience within the last 5 years, as of bid closing.			
M3	The proposed resource must have demonstrated experience developing web pages using "XHTML 1.0 Strict" document type definition.	The proposed resource must have a minimum of 1 year of experience, as of bid closing.			

1.10	A.8 SYSTEM ANALYST – LEVEL 2				
	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	The proposed resource must have demonstrated experience working as a System Analyst in an IM/IT environment.	The proposed resource must have a minimum of 5 years of experience within the last 10 years as of bid closing.			
M2	The proposed resource must have a university undergraduate degree or a 2-year college diploma in computer science or in an IM/IT field from a	It is requested that the Bidder provide proof of the			

	recognized university or community college.	proposed resource's degree or diploma at bid submission.			
M3	The proposed resource must have demonstrated experience conducting Search Engine Optimization (SEO) techniques.	The proposed resource must have a minimum of 1 year of experience within the last 5 years, as of bid closing.			
M4	The proposed resource must have demonstrated experience using web analytics software.	The proposed resource must have a minimum of 1 year of experience within the last 5 years, as of bid closing.			
M5	The proposed resource must have demonstrated experience conducting search engine optimization reviews and providing improvement strategies.	The proposed resource must have a minimum of 1 year of experience within the last 5 years, as of bid closing.			

	REQUIREMENT	CRITERIA	MET	NOT MET	JUSTIFICATION
M1	The proposed resource must have demonstrated experience working as a Web Designer in an IM/IT environment.	The proposed resource must have a minimum of 5 years of experience within the last 10 years, as of bid closing.			
M2	The proposed resource must have a university undergraduate degree or a 2-year college diploma in computer science or business management or in an IM/IT field from a recognized university or community college.	It is requested that the Bidder provide proof of the proposed resource's degree or diploma at bid submission.			
M3	The proposed resource must have demonstrated experience analyzing web content and web development processes for compliancy with usability principles.	The proposed resource must have a minimum of 2 years of experience within the last 5 years, as of bid closing.			
M4	The proposed resource must have demonstrated experience providing guidance on User Centered Design (UCD) approach to teams in an organization	The proposed resource must have worked on a Minimum of 1 project within the last 5 years, as of bid closing.			

	with over 1000 people.				
M5	The proposed resource must have demonstrated experience conducting usability surveys using card sorting, surveys, usability testing, and heuristic evaluations.	The proposed resource must have worked on a minimum of 1 project within the last 5 years, as of bid closing.			
M6	The proposed resource must have demonstrated experience drafting and presenting progress reports to stakeholders on the level of usability compliancy based on gathered reports and recommendations for improvements.	The proposed resource must have worked on a minimum of 1 project within the last 5 years, as of bid closing.			

2. Rated Criteria

2.1	B.1 BUSINESS ANALYST – LEVEL 2				
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource should have a Certified Business Analysis Professional (CBAP) certification or a Masters Certificate in business analysis.	1 point – It is requested that the Bidder provide proof of certification at bid submission.	1		
R2	The proposed resource should have demonstrated experience in conducting Joint Analysis and Design (JAD) sessions; leading information sessions to gather requirements and writing associated reports, as of bid closing.	1 point - 1 to 2 years 2 points - 2+ to 3 years 3 points – 3+ years	3		

R3	The proposed resource should have demonstrated experience in performing strategic research, development and establishment of a web content migration strategy plan within the last 5 years, as of bid closing.	1 point - 1 to 2 years 2 points - 2+ to 3 years 3 points – 3+ years	3		
R4	The proposed resource should have demonstrated experience with Government of Canada (GoC) Web Experience Toolkit (WET) 3.0 Standards (accessibility, usability and interoperability), as of bid closing.	1 point – 1 project 2 points – 2 or more projects	2		

Minimum Pass Mark: 5	9		
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2.2	A.6 PROGRAMMER/SOFTWARE DEVELOPER – LEVEL 2				
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource should have demonstrated experience working with the GoC Web	1 point - 1 to 2 years 2 points - 2+ to 3 years 3 points – 3+ years	3		

	Experience Tool Kit (WET) project, as of bid closing.				
R2	The proposed resource should have demonstrated experience in investigating reported system problems, diagnosing the cause, and developing solutions to resolve the problems identified, as of bid closing.	1 point - 1 to 3 years 2 points - 3+ to 5 years 3 points – 5+ years	3		
R3	The proposed resource should have demonstrated experience in system development of Interwoven TeamSite web content management system, as of bid closing.	1 point - 1 to 2 years 2 points - 2+ to 3 years	2		
R4	The proposed resource should have demonstrated programming experience in Perl, as of bid closing.	1 point - 1 year or more	1		
R5	The proposed resource should have demonstrated experience using C#, Java and .Net 2.0	1 point - 1 to 2 years 2 points - 2+ to 3 years	2		

	developments, as of bid closing.				
R6	The proposed resource should have demonstrated experience producing functional specifications and software design documentation, as of bid closing.	1 point - 1 to 2 years 2 points - 2+ to 3 years 3 points – 3+ years	3		

Minimum Pass Mark: 8	14		
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2.3	B.9 COURSEWARE DEVELOPER – Level 2				
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource should have Demonstrated experience in developing course content for on-line training, as of bid closing.	1 point - 1 to 2 years 2 points - 2+ to 3 years	2		

R2	The proposed resource should have demonstrated experience developing webinars and conducting webinars training sessions.	1 point – 1 project 2 points – 2 projects 3 points – 3 or more projects	3		
R3	The proposed resource should have demonstrated experience in reviewing and updating educational material for accuracy, clarity, grammar and effectiveness, as of bid closing.	1 point – 2 to 4 years 2 points – 4+ to 6 years 3 points – 6+ years	3		
R4	The proposed resource should have demonstrated experience developing video tutorials, as of bid closing.	1 point – 1 to 3 projects 2 points – 4 or more projects	2		
Minimum Pass Mark: 6			10		

2.4	B.2 BUSINESS ARCHITECT – Level 3				
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	<p>The proposed resource should have demonstrated experience drafting and revising IM/IT policies in a large* government department or private sector equivalent.</p> <p>*A large department is defined as one that has 1,000 or more employees.</p>	<p>1 point for private sector department experience</p> <p>2 points for government department experience</p>	2		
			2		

2.5 I.10 TECHNICAL ARCHITECT - Level 3					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource should have demonstrated experience in implementing Teamsite 7.2 or higher Web Content Management System Add-ons consisting of installation and configuration of RDIMS and/or MS SharePoint content access connectors, as of bid closing.	1 point – 1 project 2 points – 2 or more projects	2		
R2	The proposed resource should have demonstrated experience in migrating TeamSite content stores, configurations and customization to Teamsite 7.2 or higher, LiveSite and SitePublisher Add-ons, as of bid closing.	1 point – 6 to 9 months 2 points – more than 9 months	2		

R3	The proposed resource should have demonstrated experience with routed deployments using OpenDeploy 7.1, as of bid closing.	1 point – 1 to 3 projects 2 points – 4 or more projects	2		
R4	The proposed resource should have demonstrated experience working with JAVA/J2EE, CSS, HTML, XML templates, JavaScript, as of bid closing.	1 point – Java/J2EE 1 point – CSS 1 point – HTML 1 point – XML 1 point JavaScript	5		
R5	The proposed resource should have demonstrated experience administering Team Foundation Server (TFS), as of bid closing.	1 point – 1 or more years of experience administering TFS 2010 2 points – 6 months or more experience administering TFS 2012	2		
Minimum Pass Mark: 8			13		

2.6	B.6 BUSINESS SYSTEM ANALYST – LEVEL 2				
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION

R1	The proposed resource should have demonstrated experience documenting detailed statements of requirements for the configuration of an enterprise Web Content Management System (WCMS), as of bid closing.	1 point - 1 to 3 years 2 points - 3+ to 5 years 3 points – 5+ years	3		
R2	The proposed resource should have demonstrated experience conducting Gap Analysis, as of bid closing.	1 point – 1 to 2 projects 2 points – 3 to 4 projects 3 points – 5 or more projects	3		
R3	The proposed resource should have demonstrated experience documenting and translating functional requirements into User Stories, as of bid closing.	1 point – 1 to 2 projects 2 points – 3 to 4 projects 3 points – 5 or more projects	3		

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R4	The proposed resource should have demonstrated experience documenting and translating functional requirements in an Agile System Development Methodology, as of bid closing.	1 point – 1 to 2 projects 2 points – 3 to 4 projects 3 points – 5 or more projects	3		
Minimum Pass Mark: 7			12		

2.7	B.7 BUSINESS TRANSFORMATION ARCHITECT – LEVEL 2				
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource should have demonstrated experience developing Web strategy and/or Web site migration based on User Centred Design approach, as of bid closing.	1 point – 2 projects 2 points – 3 projects 3 points – More than 3 projects	3		
R2	The proposed resource should have demonstrated experience working with GoC Web standards while assessing sites and/or advising on implementation of the standards, as of bid closing.	1 point – 1 project 2 points – 2 projects 3 points – 3 or more projects	3		
			6		

2.8	A.11 TESTER, Level 1				
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION

R1	The proposed resource should have demonstrated experience working with test automation tools, as of bid closing.	1 point - 1 to 2 years 2 points - 2+ to 3 years 3 points – 3+ years	3		
R2	The proposed resource should have demonstrated experience working with Microsoft Team Foundation Server (TFS) for testers, as of bid closing.	1 point - 1 to 2 years 2 points - 2+ to 3 years 3 points – 3+ years	3		

	6		
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2.9	A.17 WEBMASTER – LEVEL 1				
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource should have demonstrated experience developing Web pages using GoC Web Standards, as of bid closing.	1 point – 1 project 2 points – 2 or more projects	2		

	2		
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2.10	A.8 SYSTEM ANALYST – LEVEL 2				
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource should have demonstrated additional experience applying Search Engine Optimization (SEO) techniques, as of bid closing.	1 point – 1+ to 3 years 2 points – 3+ years	2		
R2	The proposed resource should have demonstrated experience working with Autonomy IDOL search, as of bid closing.	1 point - 1 to 2 years 2 points - 2+ to 3 years 3 points – 3+ years	3		
R3	The proposed resource should have demonstrated experience using WebTrends Web Server Analytics software, as of bid closing.	1 point - 1 to 2 years 2 points - 2+ to 3 years 3 points – 3+ years	3		
Minimum Pass Mark: 5			8		

2.11 A.13 WEB DESIGNER – LEVEL 2					
	REQUIREMENT	POINTS	MAX SCORE	SCORE	JUSTIFICATION
R1	The proposed resource should have a university undergraduate degree in the area of user experience (industrial engineering or graphic design), human-computer interaction or cognitive/ experimental psychology.	2 point - It is requested that the Bidder provide proof of degree at bid submission.	2		
R2	In addition to M5, the proposed resource should have demonstrated additional experience conducting usability surveys using card sorting, surveys, usability testing, and heuristic evaluations, as of bid closing.	2 points – 2 projects 3 points – 3 or more projects	3		
			5		

3. Summary Table for Rated Criteria

Resource Category	Maximum Score Available	Minimum Score Required
2.1 B.1 BUSINESS ANALYST – LEVEL 2	9	5
2.2 A.6 PROGRAMMER/SOFTWARE DEVELOPER – LEVEL 2	14	8
2.3 B.9 COURSEWARE DEVELOPER – Level 2	10	6
2.4 B.2 BUSINESS ARCHITECT – Level 3	2	N/A
2.5 I.10 TECHNICAL ARCHITECT - Level 3	13	8
2.6 B.6 BUSINESS SYSTEM ANALYST – LEVEL 2	12	7
2.7 B.7 BUSINESS TRANSFORMATION ARCHITECT – LEVEL 2	6	N/A
2.8 A.11 TESTER, Level 1	6	N/A
2.9 A.17 WEBMASTER – LEVEL 1	2	N/A
2.10 A.8 SYSTEM ANALYST – LEVEL 2	8	5
2.11 A.13 WEB DESIGNER – LEVEL 2	5	N/A
Maximum Technical Points:	87	
Minimum Score Required:		39

Attachment 4.2 – PRICING SCHEDULE

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

INITIAL CONTRACT PERIOD:

			Initial Contract Period Year 1	
	(B)	(C*)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (CxD)
B.1 – Business Analyst	Level #2	220	\$	\$
B.6 – Business System Analyst	Level #2	220	\$	\$
A.6 – Programmer / Software Developer	Level #2	220	\$	\$
A.17 - Webmaster	Level #1	220	\$	\$
B.9 – Courseware Developer	Level #2	120	\$	\$
I.10 – Technical Architect	Level #3	60	\$	\$
B.7 – Business Transformation Architect	Level #2	120	\$	\$
A.11 - Tester	Level #1	80	\$	\$
B.2 – Business Architect	Level #3	60	\$	\$

A.8 – System Analyst	Level #2	120	\$	\$
A.13 – Web Designer	Level #2	80	\$	\$
Total Price Contract Period Year 1 (CP1):				\$ <TBD>

OPTION PERIOD 1:

			Option Period 1 Year 2		
	(B)	(C*)		(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days		Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (CxD)
B.1 – Business Analyst	Level #2	220		\$	\$
B.6 – Business System Analyst	Level #2	220		\$	\$
A.6 – Programmer / Software Developer	Level #2	220		\$	\$
A.17 - Webmaster	Level #1	220		\$	\$
B.9 – Courseware Developer	Level #2	120		\$	\$
I.10 – Technical Architect	Level #3	60		\$	\$
B.7 – Business Transformation Architect	Level #2	60		\$	\$
A.11 - Tester	Level #1	80		\$	\$
B.2 – Business Architect	Level #3	60		\$	\$
A.8 – System Analyst	Level #2	120		\$	\$
A.13 – Web Designer	Level #2	80		\$	\$

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Total Price Option Period 1 (OP1):	\$ <TBD>
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OPTION PERIOD 2:

			Option Period 2 Year 3	
	(B)	(C*)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (Cx D)
B.1 – Business Analyst	Level #2	220	\$	\$
B.6 – Business System Analyst	Level #2	220	\$	\$
A.6 – Programmer / Software Developer	Level #2	220	\$	\$
A.17 - Webmaster	Level #1	220	\$	\$
B.9 – Courseware Developer	Level #2	120	\$	\$
I.10 – Technical Architect	Level #3	60	\$	\$
B.7 – Business Transformation Architect	Level #2	60	\$	\$
A.11 - Tester	Level #1	80	\$	\$
B.2 – Business Architect	Level #3	60	\$	\$
A.8 – System Analyst	Level #2	120	\$	\$
A.13 – Web Designer	Level #2	80	\$	\$
Total Price Option Period 2 (OP2):				\$ <TBD>

Total Bid Price (CP1 + OP1 + OP2) =	\$TBD
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ATTACHMENT 5.1

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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