



RETURN BIDS TO :

**RETOURNER LES
SOUMISSIONS À:**

Julie Watson-Bampton
Shared Services Canada / Services partagés
Canada
180 Kent Street, 13th Floor /
180 street Kent, 13 eme étage
Ottawa, Ontario
K1A 0P7

**REQUEST FOR PROPOSAL -
AMENDMENT
DEMANDE DE PROPOSITION**

Proposal To: Shared Services Canada

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

Proposition aux: Services partagés Canada
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées

Instructions : See Herein

ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction
Instructions: Voir aux présentes
énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Comments - Commentaires

**This document contains a Security
Requirement**

Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution
Shared Services Canada
Procurement Operations
180 Kent Street
Ottawa, Ontario
K1A 0P7

Title – Sujet Professional Services - BMO Support Services	
Solicitation No. – N° de l'invitation 10035002	Date August 20, 2014
Client Reference No. – N° référence du client 10035002	
GETS Reference No. – N° de reference de SEAG 10035002	
File No. – N° de dossier 10035002	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – à 16-September-2014 02 :00 PM on – le	Time Zone Fuseau horaire Daylight Saving Time DST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Julie Watson-Bampton	Buyer Id – Id de l'acheteur C09
Telephone No. – N° de téléphone : 613-790-5915	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



**BID SOLICITATION
FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)
FOR THE DEPARTMENT OF SHARED SERVICES CANADA**

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1.1 Introduction

1.2 Summary

1.3 Communications Notification

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

2.2 Submission of Bids

2.3 Enquiries - Bid Solicitation

2.4 Applicable Laws

2.5 Improvement of Requirement During Solicitation Period

2.6 Volumetric Data

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.2 Section I: Technical Bid

3.3 Section II: Financial Bid

3.4 Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.2 Technical Evaluation



4.3 Financial Evaluation

4.4 Basis of Selection

PART 5 - CERTIFICATIONS

5.1 Certifications Precedent to Contract Award

5.2 Federal Contractors Program for Employment Equity - Certification

5.3 Former Public Servant Certification

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

6.2 Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

7.1 Requirement

7.2 Task Authorization (TA)

7.3 Minimum Work Guarantee

7.4 Standard Clauses and Conditions

7.5 Security Requirement

7.6 Contract Period

7.7 Authorities

7.8 Payment

7.9 Invoicing Instructions

7.10 Certifications

7.11 Applicable Laws

7.12 Priority of Documents

7.13 Foreign Nationals (Canadian Contractor)



7.14 Foreign Nationals (Foreign Contractor)

7.15 Insurance Requirements

7.16 Limitation of Liability - Information Management/Information Technology

7.17 Joint Venture Contractor

7.18 Professional Services - General

7.19 Safeguarding Electronic Media

7.20 Representations and Warranties

7.21 Contractor's Identification Protocol Responsibility

7.22 Materials and Tools

7.23 Electronic Procurement & Payment Support

List of Annexes to the Resulting Contract:

Annex A	Basis of Payment
Annex B	Statement of Work
	Appendix A to Annex B - Task Authorization Procedures
	Appendix B to Annex B - Task Authorization Request and Acceptance Form
	Appendix C to Annex B - Resource Assessment Criteria and Response Tables
	Appendix D to Annex B - Certifications at the Task Authorization Stage
Annex C	Insurance Requirements
Annex D	Code of Conduct and Certification
Annex E	Security Requirement Check List (SRCL)

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

Attachment 1	Bid Submission Form
Attachment 2	Bidder's Response Templates for the Technical Evaluation
	Appendix A to Attachment 2 - Billable Days Response Template for Criteria ID M.2 and R.1
	Appendix B to Attachment 2 - Contract Reference Response Template
Attachment 3	Bidder's Response Template for Firm All Inclusive Per Diem Rates

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

Attachment 1	Example of a Financial Evaluation Using Method 1
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PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation **10035002**. 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 Basis of Payment; the Statement of Work and its appendices; and the Insurance Requirements.

The attachments include the Bid Submission Form; the Bidder's Response Templates for the Technical Evaluation and its appendices; and the Bidder's Response Template for Firm All Inclusive Per Diem Rates.



1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Shared Service Canada (SSC) (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 up to two contracts, each from Contract Award until one year later, plus three - one year option periods.
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- (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://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/index-eng.html>) Website
- (d) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/E series of Supply Arrangements (SAs) are eligible to compete. The TBIPS Supply Arrangement 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.

The Categories of Personnel and representative levels that may be required on an "as and when requested" basis have been included in Table 1 in Annex B – STATEMENT OF WORK.

1.3 Communications Notification

As a courtesy, the Government of Canada requests that successful Bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: 180 days

2.2 Submission of Bids

- (a) Bids must be submitted only to Shared Services Canada by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Bids transmitted by facsimile or electronic mail to Shared Services Canada will be accepted.

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

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

Note to Bidders: Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.



2.5 Improvement of Requirement During Solicitation Period

Should 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 favor 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.

2.6 Volumetric Data

The Total Estimated # of Resources Required (per year) 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 number of resources per year will be consistent with this data. It is provided purely for information purposes.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bidders can email their proposals to Julie.bampton@ssc-spc.gc.ca if you are not able to the following will apply:

(a) Canada requests that Bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (3 soft copies on CDs or DVDs)
- (ii) Section II: Financial Bid (1 soft copy on CD or DVD)
- (iii) Section III: Certifications (1 soft copy on CD or DVD)

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

(b) Multiple bids from the same Bidder (or a bid from a Bidder and another bid from any of its affiliates) are not permitted in response to this bid solicitation. Each Bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture. If any Bidder submits more than one bid (or an affiliate also submits a bid), either on its own or as part of a joint venture, Canada will choose in its discretion which bid to consider.

3.2 Section I: Technical Bid

(a) The Technical Bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 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) **Substantiation of Technical Compliance:** The Technical Bid must substantiate the compliance with the specific articles of Attachment 2, 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 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 "Bidder's Response" column of Attachment 2, where bidders are requested to indicate where in their 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.
- (iii) **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm the information required by Attachment 2, using Appendix B to Attachment 2. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or 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 3. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, all prices must be firm, all inclusive prices. The Bidder's proposed firm per diem rates for the Contract Period of the resulting contract(s) must not exceed those rates set out in Annex "C" to Part C - TBIPS Schedule of Per Diem Rates of the SA Holder's Supply Arrangement. SA Holders may offer a percentage discount on their firm per diem rates.

(b) **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.

(c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add 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.



ATTACHMENT 1 TO PART 3

BID SUBMISSION FORM

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) <i>[see the Standard Instructions 2003]</i>	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 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"

Federal Contractors Program for Employment Equity (FCP EE) Certification:	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :
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<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 (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>	(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;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
	(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	
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
Security Clearance Level of Bidder [include both the level and the date it was granted]		
<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. 		
Signature of Authorized Representative of Bidder		



ATTACHMENT 2 to PART 3

BIDDER'S RESPONSE TEMPLATES FOR THE TECHNICAL EVALUATION

Corporate Technical Mandatory Evaluation

1. Corporate Technical Mandatory Evaluation Criteria

	Corporate Mandatory Requirements	MET / NOT MET	Reference to Proposal and Page #																																																																								
M1	The Bidder must demonstrate that the firm has been in business for a minimum of ten (10) years as of the bid closing date, by providing documented proof (e.g. certificate of incorporation, articles of amalgamation, business registration or tax returns) in its bid confirming the number of years its firm has been in business.																																																																										
M2	<p>The Bidder must demonstrate its corporate experience providing business services by providing a maximum of five (5) reference contracts that supply all Categories of Personnel listed in the table below for the required minimum billable days per Category of Personnel.</p> <table border="1"> <thead> <tr> <th>TBIPS ID</th> <th>CATEGORY OF PERSONNEL</th> <th>LEVEL</th> <th>Billable days</th> </tr> </thead> <tbody> <tr><td>A.8</td><td>System Analyst</td><td>2</td><td>800</td></tr> <tr><td>A.8</td><td>System Analyst</td><td>3</td><td>1200</td></tr> <tr><td>I.2</td><td>Database Administrator</td><td>2</td><td>800</td></tr> <tr><td>I.2</td><td>Database Administrator</td><td>3</td><td>1200</td></tr> <tr><td>I.6</td><td>Network Analyst</td><td>2</td><td>800</td></tr> <tr><td>I.6</td><td>Network Analyst</td><td>3</td><td>1200</td></tr> <tr><td>I.8</td><td>Storage Architect</td><td>2</td><td>800</td></tr> <tr><td>I.8</td><td>Storage Architect</td><td>3</td><td>1200</td></tr> <tr><td>I.9</td><td>System Administrator</td><td>2</td><td>800</td></tr> <tr><td>I.9</td><td>System Administrator</td><td>3</td><td>1200</td></tr> <tr><td>I.10</td><td>Technical Architect</td><td>2</td><td>800</td></tr> <tr><td>I.10</td><td>Technical Architect</td><td>3</td><td>1200</td></tr> <tr><td>B.1</td><td>Business Analyst</td><td>2</td><td>800</td></tr> <tr><td>B.1</td><td>Business Analyst</td><td>3</td><td>1200</td></tr> <tr><td>B.3</td><td>Business Consultant</td><td>2</td><td>800</td></tr> <tr><td>B.3</td><td>Business Consultant</td><td>3</td><td>1200</td></tr> <tr><td>P.3</td><td>HR Consultant</td><td>3</td><td>400</td></tr> </tbody> </table> <p>To be accepted, the referenced contracts provided by the Bidder must demonstrate the following:</p> <ol style="list-style-type: none"> A minimum combined final value of \$5,000,000 (Can). A minimum contract period of twelve months for each contract. Each referenced contracts were active within the 10 years preceding the closing date of this bid solicitation. 	TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	Billable days	A.8	System Analyst	2	800	A.8	System Analyst	3	1200	I.2	Database Administrator	2	800	I.2	Database Administrator	3	1200	I.6	Network Analyst	2	800	I.6	Network Analyst	3	1200	I.8	Storage Architect	2	800	I.8	Storage Architect	3	1200	I.9	System Administrator	2	800	I.9	System Administrator	3	1200	I.10	Technical Architect	2	800	I.10	Technical Architect	3	1200	B.1	Business Analyst	2	800	B.1	Business Analyst	3	1200	B.3	Business Consultant	2	800	B.3	Business Consultant	3	1200	P.3	HR Consultant	3	400	The Bidder's substantiation of technical compliance with Criteria ID M.2 must be demonstrated by completing Appendices A and B to Attachment 2.	
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	Billable days																																																																								
A.8	System Analyst	2	800																																																																								
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P.3	HR Consultant	3	400																																																																								



	<p>d. The scope of the services provided within the contracts must have addressed one or more services listed below:</p> <ul style="list-style-type: none"> a.Data centre and email services; b.Network and IT Security Operations; c.Application Development and Management; d.Database support for production database; e.Server virtualization which resulted in the elimination of physical servers by implementing virtualization solutions; f.Storage architecture, implementation and back-up; g.Major IT hardware installation specific to computing servers, and/or online and/or offline storage devices; h.Major network installation. i.HR coordination <p>e.The reference contract must have been contracted with the Bidder. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.</p> <p>f.For each contract, the bidder must provide valid contact information so that Canada may, at its sole discretion, contact the reference to confirm the information provided is factual. The contact information must include the name and address of the company, Department or Agency to whom the service was provided and the name, title and telephone number of a contact within the Company that can verify the information. In the event Canada cannot contact the reference, the bidder will be provided notice and given 48 hours to assist Canada in contacting the reference. If, after this period Canada still cannot confirm the information provided in the reference project, the bidder may be deemed to not to have met this mandatory criteria and may therefore be non-responsive.</p> <p>g. The Bidder must provide evidence by providing an invoice (or multiple invoices) or a letter from the client, referencing a single contract number showing the Bidder has provided and invoiced a customer up to or exceeding the required amount.</p>		
<p>M3</p>	<p>Contract Management Plan. The Bidder must provide a plan as to how the resulting contract will be managed. The Plan must outline how the Bidder intends to:</p> <ul style="list-style-type: none"> a)Utilize tools and management processes to enable SSC – Science Portfolio to more effectively select and deploy Contractor resources; b)Identify, select and deploy the appropriate resource in a timely manner; c)Provide resources that may be required but are not currently available in the Bidder’s current capacity; d)Manage the process of transitioning between existing contracted resources and the new contract; e)Manage the process of transitioning between contractor resources during the term of the Contract; 		



	<p>f)Manage quality assurance practices in providing resources for tasking;</p> <p>g)Manage contingency plans/practices to ensure resource availability and resource replacement;</p> <p>h)Manage the Contract tracking, time sheet collection and invoicing process; and</p> <p>i)Manage the process of issue escalation and dispute resolution with SSC – Science Portfolio.</p>		
M4	<p>The bidder must demonstrate that the it holds a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p>		



APPENDIX A TO ATTACHMENT 2 to PART 3

BILLABLE DAYS RESPONSE TEMPLATE FOR CRITERIA ID M.2 AND R.1

By submitting a bid in response to this bid solicitation, the Bidder certifies that:

- (a) all billable days provided in this appendix occurred under the following contracts for all listed Categories of Personnel; and
- (b) the work delivered by each Category of Personnel provided in this appendix includes at least 50% of the associated tasks listed in the Statement of Work at Annex B of this bid solicitation for that Category of Personnel.

CATEGORY OF PERSONNEL	Level	NUMBER OF BILLABLE DAYS					
		Cross Reference to Contract Reference #	Total Billable Days				
System Analyst	2						
System Analyst	3						
Database Administrator	2						
Database Administrator	3						
Network Analyst	2						
Network Analyst	3						
Storage Architect	2						
Storage Architect	3						
System Administrator	2						
System Administrator	3						
Technical Architect	2						



CATEGORY OF PERSONNEL	Level	NUMBER OF BILLABLE DAYS					
		Cross Reference to Contract Reference #	Total Billable Days				
Technical Architect	3						
Business Analyst	2						
Business Analyst	3						
Business Consultant	2						
Business Consultant	3						
HR Consultant	3						



ATTACHMENT 3 to PART 3

BIDDER'S RESPONSE TEMPLATES FOR FIRM ALL INCLUSIVE PER DIEM RATES

TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	FIRM PER DIEM RATE
A.8	System Analyst	2	\$
A.8	System Analyst	3	\$
I.2	Database Administrator	2	\$
I.2	Database Administrator	3	\$
I.6	Network Analyst	2	\$
I.6	Network Analyst	3	\$
I.8	Storage Architect	2	\$
I.8	Storage Architect	3	\$
I.9	System Administrator	2	\$
I.9	System Administrator	3	\$
I.10	Technical Architect	2	\$
I.10	Technical Architect	3	\$
B.1	Business Analyst	2	\$
B.1	Business Analyst	3	\$
B.3	Business Consultant	2	\$
B.3	Business Consultant	3	\$
P.3	HR Consultant	3	\$

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 Personnel that they later refuse to honor, 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 Category of Resource). If Canada requests price support, it will be requested from all responsive Bidders proposing a rate that is at least 20% lower than the median rate bid by all responsive Bidders for the relevant Category or Categories of Personnel. Where Canada requests price support, the following information is required:

- (i) (an invoice (referencing a contract serial number) that shows that the Bidder has recently provided and invoiced another 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 Category of Personnel, where those services were provided in the National Capital Region for at least three months within the twelve months prior to the bid solicitation issuance date, and the fees charged were equal to or less than the rate offered to Canada;



- (ii) in relation to the invoice in (i), a signed contract or a letter of reference signed by the Bidder's client that includes the tasks listed in this bid solicitation's Statement of Work for the Category of Personnel being examined for an unreasonably low rate;
- (iii) in respect of each referenced contract, a resume for the resource that performed under that contract which shows that the resource would pass the Category of Personnel's mandatory criteria and achieve, if applicable, the required pass mark for the Category of Personnel's rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of the invoiced client for each of the resources invoiced, so Canada can verify any facts presented for the affected Category or Categories of Personnel.
- (v) Once Canada requests substantiation of the rates bid for any Category of Personnel, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada) 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. Where Canada determines that the information provided by the Bidder does not substantiate the unreasonably low rates, the bid will be considered non-responsive and will receive no further consideration. Only the Firm Per Diem Rates of technically responsive bids will be considered.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of SSC 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) **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. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". 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 2 to PART 3 herein.
- (b) **Joint Venture Experience:** In accordance with Attachment 2 to PART 3 herein, except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory and rated requirement of this solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory and rated requirement of this solicitation. Wherever substantiation of a mandatory and rated 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 proposal 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 or in the case of a rated requirement no points would be allocated.

- (c) **Reference Checks:** 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 allocate any points nor consider a mandatory criterion met unless the response is received within 5 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 Bidder, the information supplied by the reference will be the information assessed. Points will not be allocated nor a mandatory criteria considered as met if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated nor a mandatory criterion



considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

(d) **Number of Resources Evaluated:** *Following contract award and once specific tasks have been identified, resources will be authorized in accordance with Part 7 - Resulting Contract Clauses, Article 7.2 Task Authorization. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose one or more resources to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource(s) will then be assessed against the mandatory requirements identified in the Contract.*

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

4.3 Financial Evaluation

(a) The financial evaluation will be conducted using the firm per diem rates provided by the technically responsive bid(s) to calculate the Total Financial Score.

(b) There are two financial evaluation methods possible for this requirement. Method 1 will be used if 3 or more bids are determined to be technically responsive (see 4.3 (c)), and Method 2 will be used if fewer than 3 bids are determined to be technically responsive (see 4.3 (d)).

METHOD 1: The following financial evaluation method will be used if 3 or more bids are determined to be technically responsive:

STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH CATEGORY OF PERSONNEL:

The Contracting Authority will establish, for each period and each Category of Personnel, the median band limits based on the firm per diem rates proposed by the technically responsive bids. For each period and each Category of Personnel, the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the lower median rate to a value of minus (-) 20% of the median, and an upper median rate to a value of plus (+) 30% of the median.

STEP 2 - POINT ALLOCATION:

Points will be allocated for each period and each Category of Personnel as follow:

- (A) If a firm per diem rate for any given period and Category of Personnel is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Category of Personnel, the Bidder who proposed such rate will be allocated 0 points for that period and Category of Personnel.
- (B) If a firm per diem rate for any given period and Category of Personnel is within the established upper and lower median band limits for that period and Category of Personnel, the Bidder who proposed such rate will obtain points for that period and Category of Personnel based on the following calculation, which will be rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate}} \times \text{Points Assigned (see Table 1)}$$

- (C) If a firm per diem rate for any given period and Category of Personnel is within the established median band limits for that period and Category of Personnel and is the lowest proposed firm per diem rate, the Bidder who proposed such rate will be allocated the applicable points assigned at Table 1 for that period and Category of Personnel.



STEP 3 - TOTAL FINANCIAL SCORE:

Points allocated under STEP 2 for each period and Category of Personnel will be added together and rounded to two decimal places to produce the Total Financial Score. Bidders will find attached an example of a financial evaluation using Method 1, refer to **TABLE 2, ATTACHMENT 1 TO PART 4**.

TABLE 1			
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	POINTS ASSIGNED
A.8	System Analyst	2	200 (50 pts contract period – 50 points option period)
A.8	System Analyst	3	200 (50 pts contract period – 50 points option period)
I.2	Database Administrator	2	200 (50 pts contract period – 50 points option period)
I.2	Database Administrator	3	200 (50 pts contract period – 50 points option period)
I.6	Network Analyst	2	200 (50 pts contract period – 50 points option period)
I.6	Network Analyst	3	200 (50 pts contract period – 50 points option period)
I.8	Storage Architect	2	200 (50 pts contract period – 50 points option period)
I.8	Storage Architect	3	200 (50 pts contract period – 50 points option period)
I.9	System Administrator	2	200 (50 pts contract period – 50 points option period)
I.9	System Administrator	3	200 (50 pts contract period – 50 points option period)
I.10	Technical Architect	2	200 (50 pts contract period – 50 points option period)
I.10	Technical Architect	3	200 (50 pts contract period – 50 points option period)
B.1	Business Analyst	2	200 (50 pts contract period – 50 points option period)
B.1	Business Analyst	3	200 (50 pts contract period – 50 points option period)
B.3	Business Consultant	2	200 (50 pts contract period – 50 points option period)



TABLE 1			
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	POINTS ASSIGNED
			option period)
B.3	Business Consultant	3	200 (50 pts contract period – 50 points option period)
P.3	HR Consultant	3	200 (50 pts contract period – 50 points option period)
MAXIMUM FINANCIAL POINTS			3400

METHOD 2: The following financial evaluation method will be used if fewer than 3 bids are determined to be technically responsive:

STEP 1 - POINT ALLOCATION: Points will be allocated to the Bidder, for each period and each Category of Personnel, using the following calculation which will be rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Points Assigned at TABLE 1 above}$$

The Bidder with the lowest proposed firm per diem rate will be allocated the applicable points assigned at TABLE 1 above.

STEP 2 - TOTAL FINANCIAL SCORE: Points allocated under STEP 1, for each period and each Category of Personnel, will be added together and rounded to two decimal places, to produce the Total Financial Score for each Bidder.

4.4 Basis of Selection

The financially responsive bid(s) (maximum of 2) that obtains the highest Total Final Score will be recommended for award of a contract.

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

$$\frac{\text{Total Financial Score}}{\text{Maximum Financial Points (3400pts.)}} \times 100 = \text{Final Score}$$

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.

In the event of identical Total Bidder Scores, then the bid(s) with the highest Final Financial Score (up to a maximum of 2) will become the top-ranked bidder(s).



ATTACHMENT 1 TO PART 4

EXAMPLE OF A FINANCIAL EVALUATION USING METHOD 1

TABLE 2							
Resource Category	Points Assigned	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer Analyst	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
TOTAL	300						

STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH CATEGORY OF PERSONNEL

(Median 1)	For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.
(Median 2)	For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.
(Median 3)	For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.
(Median 4)	For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.
(Median 5)	For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.
(Median 6)	For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.

STEP 2 - POINT ALLOCATION

Bidder 1:	
Programmer Analyst Year 1	= 75 points (lowest rate within the lower and upper median band limits)
Programmer Analyst Year 2	= 75 points (lowest rate within the lower and upper median band limits)



Business Analyst Year 1	= 50 points (lowest rate within the lower and upper median band limits)
Business Analyst Year 2	= 50 points (lowest rate within the lower and upper median band limits)
Project Manager - Year 1	= 0 points (outside the lower and higher median band limits)
Project Manager Year 2	= 22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)
Bidder 2:	
Programmer Analyst Year 1	= 71 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)
Programmer Analyst Year 2	= 67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1	= 50 points (lowest price within the lower and upper median band limits)
Business Analyst Year 2	= 48 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
Project Manager Year 1	= 23 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
Project Manager Year 2	= 25 points (lowest price within the lower and upper median band limits)
Bidder 3:	
Programmer Analyst Year 1	= 67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Programmer Analyst Year 2	= 67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1	= 46 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts)
Business Analyst - Year 2	= 0 points (outside the lower and higher median band limits)
Project Manager Year 1	= 25 points (lowest price within the lower and upper median band limits)
Project Manager Year 2	= 25 points (lowest price within the lower and upper median band limits)



STEP 3 - TOTAL FINANCIAL SCORE

Bidder 1

$75 + 75 + 50 + 50 + 0 + 22 =$ Total Financial Score of 272 points out of a possible 300 points

Bidder 2

$71 + 67 + 50 + 48 + 23 + 25 =$ Total Financial Score of 284 points out of a possible 300 points

Bidder 3

$67 + 67 + 46 + 0 + 25 + 25 =$ Total Financial Score of 230 points out of a possible 300 points



PART 5 - CERTIFICATIONS

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

5.1 Certifications Precedent to Contract Award

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

5.2 Federal Contractors Program for Employment Equity - Certification

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity to the Labor Branch of HRSDC.
- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time employees in Canada;
 - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or
 - (iv) subject to FCP-EE, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP-EE is available on the following HRSDC Website:http://www.hrsdc.gc.ca/eng/labour/equality/employment_equity/index.shtml



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 Former Public Servant Certification

- (a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
- (i) **"former public servant"** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - (A) an individual;
 - (B) an individual who has incorporated;
 - (C) a partnership made of former public servants; or
 - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - (i) **"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
 - (ii) **"pension"** means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S. 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
- (i) name of former public servant;
 - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
- (i) name of former public servant;
 - (ii) conditions of the lump sum payment incentive;
 - (iii) date of termination of employment;
 - (iv) amount of lump sum payment;
 - (v) rate of pay on which lump sum payment is based;
 - (vi) period of lump sum payment including start date, end date and number of weeks; and
 - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.



- (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Note to Bidders: *Bidders are requested to provide the information required by this clause in their Bid Submission Form.*

5.4 Code of Conduct and Certification

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid a complete list of names of all individuals who are currently directors of the Bidder (See Annex D). Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

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) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/229-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before solicitation closing date, the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (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 <http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>.
- (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 (2011-05-16) Financial Capability; 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.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes 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 Shared Services Canada (SSC).
- (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.
- (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.

7.2 Task Authorization (TA)

- (a) **Purpose of a TA:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using Appendix B to Annex B - Task Authorization Request and Acceptance Form ("TA Form").
- (b) **TA Procedures:** The procedures for issuing, responding to, assessing and approving Task Authorizations are described in Appendix A to Annex B.
- (c) **Authority to Issue a TA:** All TAs will be issued directly by the Contracting Authority.
- (d) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the TA unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (e) **Task Authorization Quotations:** The Contractor is required to submit a responsive quotation in response to every TA Form issued to it by Canada. In addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least five instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories of Personnel identified in the TA at pricing not exceeding the rates of Annex A.

Note to Bidders: This Article 7.2 (e) will be deleted if more than one contract is awarded.

- (f) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all TAs issued and approved by Canada to date, to document the Work performed under those TAs for administrative purposes.
- (g) **TA Reports:** The Contractor must submit to the Contracting Authority a TA report on a quarterly basis that identifies each TA issued during that quarter and its dollar value.



(h) **Period of Services:** No Task Authorizations may be entered into after the expiry date of the Contract.

(i) **Multiple Contracts:**

(i) More than one Contract has been awarded for this requirement. The method of allocation of TAs is:

The initial TA will be assigned to the highest ranked Contractor as determined in the bid solicitation's Basis of Selection process. The value of the TA will be subtracted from the total dollars allocated to that Contractor. Each subsequent TA will be assigned to the Contractor with the greatest balance of allocated funds. If equal amounts exist for multiple contractors, then the next TA will be assigned to the highest ranked Contractor as determined in the bid solicitation's Basis of Selection process. Should the selected Contractor refuse a TA under a Contract, the next Contractor, under the same allocation process, will be offered the TA.

(ii) Refusal of Task Authorizations:

The Contractor is not required to submit a quotation in response to every TA Form issued by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least five instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA Form issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories of Personnel identified in the TA Form at pricing not exceeding the rates of Annex A.

Note to Bidders: This Article 7.2 (i) will be deleted if one contract is awarded.

7.3 Minimum Work Guarantee

(a) In this clause, "**Minimum Contract Value**" means 3% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.

(b) The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.

(c) If 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 in whole or in part for default.



7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

- (i) 2035 (2011-05-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

(b) **Supplemental General Conditions: 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

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **SECRET, CONFIDENTIAL, or RELIABILITY STATUS, as required**, granted or approved by CIISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CIISD, PWGSC, the Contractor personnel **MAY NOT HAVE ACCESS** to **PROTECTED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort, provided by the department or agency for which the Work is being performed.
- (c) The Contractor **MUST NOT** remove any **PROTECTED/CLASSIFIED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CIISD/PWGSC.
- (e) The Contractor must comply with the provisions of the:
 - (i) Security Requirements Check List EN578-055605/E, described in Annex "A" to Part B of the TBIPS SA; and
 - (ii) *Industrial Security Manual* (Latest Edition).

7.6 (a) Contract Period

Contract Period: The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work which begins on the date the Contract is awarded and end one year later. .

Option Period:

7.6 (b) Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up three– one year option period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Watson-Bampton
 Title: Team Lead, Professional Services
 Shared Services Canada
 Directorate: Procurement Operations and Vendor Relationships
 Address: 180 Kent Street., Ottawa, Ontario
 Telephone: 613-790-5915

E-mail address: julie.bampton@ssc-spc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

Note to Bidders: *The Technical Authority will be identified at the time of contract award.*

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) Contractor's Representative

Note to Bidders: *The Contractor's Representative and 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 an approved 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 A, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

- (ii) **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.
 - (iii) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.
 - (iv) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
 - (v) **b) Overtime Rates:**

Any work performed in excess of 7.5 hours a day, shall be performed only upon the written authorization of the Project Authority. Payment of such time worked shall be paid at the applicable per diem rate as specified in the Contract, prorated over an hourly basis. Hourly rates shall be determined by dividing the applicable per diem rate by 7.5.
 - (vi) **c) On-call Rates:**

Services Provided Pursuant to Requirement On-Call Services

 1. For Professional Services provided, the Contractor shall be paid one-tenth (1/10) the hourly rate of
Resource Classifications associated with the person that is on-call.
- (b) **Limitation of Expenditure**
- (i) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
 - (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
 - (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (A) when it is 75 percent committed, or
 - (B) four (4) months before the contract expiry date, or
 - (C) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,



whichever comes first.

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

Note to Bidders: *This clause will be completed at contract award.*

- (c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization issued under the Contract that contains a maximum price:
 - (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
 - (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- (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) **Payment Credits**
 - (i) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract or TA Form, the Contractor must credit to Canada an amount equal to the per diem rate of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
 - (ii) **Corrective Measures:** If credits are payable under this Article for 2 consecutive months or for 3 months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
 - (iii) **Termination for Failure to Meet This Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 3 months' written notice of its intent, if any of the following apply:
 - (A) the total amount of credits for any given monthly billing cycle reach a level of 10% of the total billing for that month; or
 - (B) the corrective measures required of the Contractor described above are not met.
- (f) **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.
- 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

Compliance with the certifications provided by the Contractor in its response to the bid solicitation or a TA Form is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid or TA response 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 Applicable Laws

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

Note to Bidders: *This clause will be completed at contract award.*

7.12 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 4006 (2010-08-16);
- (c) General Conditions 2035 (2011-05-16), Higher Complexity - Services;
- (d) Annex B, Statement of Work, including its Appendices as follows;
 - (i) Appendix A to Annex B - Task Authorization Procedures
 - (ii) Appendix B to Annex B - Task Authorization Request and Acceptance Form
 - (iii) Appendix C to Annex B - Resource Assessment Criteria and Response Tables
 - (iv) Appendix D to Annex B - Certifications at the Task Authorization Stage
- (e) Annex A, Basis of Payment;
- (f) the signed Task Authorizations, including the required Appendices;
- (g) Annex C, Insurance Requirements;
- (h) Supply Arrangement Number EN578-055605/XXX/EL (the "Supply Arrangement"); and
- (i) The Contractor's bid dated _____.

Note to Bidders: *The Contractor's bid date and Supply Arrangement Number will be completed with*



information provided in its bid.

7.13 Foreign Nationals (Canadian Contractor)

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

Note to Bidders: *Either clause 7.14 or 7.15, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.14 Foreign Nationals (Foreign Contractor)

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

7.15 Insurance Requirements

- (a) The Contractor must comply with the insurance requirements specified in Annex C. 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.
- (b) 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.
- (c) The Contractor must, if requested by the Contracting Authority, forward a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.16 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 any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any 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 subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.



(c) **Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.17 Joint Venture Contractor

- (a) Supply Arrangement (SA) Holders who wish to submit their proposal as a joint venture must have already been qualified under the SA # EN578-055605/D as a joint venture.
- (b) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: **[all the joint venture members named in the Contractor's bid will be listed]**.
- (c) 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.
- (d) 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.
- (e) All the members are jointly and severally or solitarily liable for the performance of the entire Contract.
- (f) 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.



(g) 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.*

7.18 Professional Services - General

(a) The Contractor must provide professional services on request as specified in this Contract. Where in the Contract or a TA Form a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days (unless otherwise specified) of the issuance of the Contract or the TA Form (whichever first contains instructions from Canada for that individual to report to the Work site). Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual in accordance with the Article titled, "Replacement of Specific Individuals" in the General Conditions 2035. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Client's operating environment. In respect of any given Category of Personnel, any replacement resource will be rated by the Technical Authority and the score obtained must be equal or superior to the score obtained for that original resource.

(b) If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Specific Individuals"), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).

(c) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.

(d) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Technical Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.

(e) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

7.19 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.



7.20 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and 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.

7.21 Contractor's Identification Protocol Responsibility

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

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

7.22 Materials and Tools

All materials and tools required in the performance of the work including office space, associated supplies, computing devices and telephony equipment are to be provided by the vendor unless otherwise agreed to by the designated technical authority

7.23 Electronic Procurement & Payment Support

1.1 Electronic Procurements and Payment (EPP) System

- 1.1.1 SSC is working on an initiative that is expected to provide it with e-functionality from procurement through payment (the "EPP system"). SSC's suppliers will be required to interface with that functionality.



- 1.1.2 Because the functionality will not be ready at the time of contract award, if Canada wishes for the Contractor to interface with the EPP system during the Contract Period, Canada will issue a Request for Quotation regarding the work required for the Contractor to interface with the EPP system. The Contractor's Quotation Response will not be subject to a Service Delivery Interval. The Quotation Response must include, at a minimum:
- 1.1.2.1 Per diem rates for any resources who would perform the work and the level of effort required; and
 - 1.1.2.2 Any costs for hardware or software that will be required, including development costs to be performed by third parties.
- 1.1.3 The Parties agree to work cooperatively to determine the work involved and a reasonable ceiling price for that work. If the Parties agree to proceed with that work, Canada will issue a Contract Amendment documenting the ceiling price associated with the work. The Contractor will be required to submit a Service Design for approval by Canada and the work associated with the development of any EPP system interfaces will be treated as a Service Project.
- 1.1.4 Canada will pay the Contractor, in arrears, up to the ceiling price established in the contract amendment, for actual time worked and any resulting deliverables in accordance with firm, all-inclusive per diem rates set out in the relevant contract amendment, with GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday. When submitting its invoices, the Contractor must show the actual time worked by each resource, and/or the amount paid to any subcontractor. With respect to any expenses, the Contractor will be required to demonstrate the out-of-pocket amount spent and will be reimbursed without the addition of any overhead.



ANNEX A

BASIS OF PAYMENT

In accordance with the Contract, the Contractor will be paid the following firm all-inclusive per diem rates for work performed pursuant to this Contract, GST/HST extra.

FOR THE CONTRACT PERIOD – Contract Award until October 15, 2015			
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	FIRM PER DIEM RATE
A.8	System Analyst	2	\$
A.8	System Analyst	3	\$
I.2	Database Administrator	2	\$
I.2	Database Administrator	3	\$
I.6	Network Analyst	2	\$
I.6	Network Analyst	3	\$
I.8	Storage Architect	2	\$
I.8	Storage Architect	3	\$
I.9	System Administrator	2	\$
I.9	System Administrator	3	\$
I.10	Technical Architect	2	\$
I.10	Technical Architect	3	\$
B.1	Business Analyst	2	\$
B.1	Business Analyst	3	\$
B.3	Business Consultant	2	\$
B.3	Business Consultant	3	\$
P.3	HR Consultant	3	\$



OPTION PERIOD 1– October 15, 2015 to October 14, 2016			
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	FIRM PER DIEM RATE
A.8	System Analyst	2	\$
A.8	System Analyst	3	\$
I.2	Database Administrator	2	\$
I.2	Database Administrator	3	\$
I.6	Network Analyst	2	\$
I.6	Network Analyst	3	\$
I.8	Storage Architect	2	\$
I.8	Storage Architect	3	\$
I.9	System Administrator	2	\$
I.9	System Administrator	3	\$
I.10	Technical Architect	2	\$
I.10	Technical Architect	3	\$
B.1	Business Analyst	2	\$
B.1	Business Analyst	3	\$
B.3	Business Consultant	2	\$
B.3	Business Consultant	3	\$
P.3	HR Consultant	3	\$

OPTION PERIOD 2– October 15, 2016 to October 14, 2017			
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	FIRM PER DIEM RATE
A.8	System Analyst	2	\$
A.8	System Analyst	3	\$
I.2	Database Administrator	2	\$
I.2	Database Administrator	3	\$
I.6	Network Analyst	2	\$
I.6	Network Analyst	3	\$
I.8	Storage Architect	2	\$
I.8	Storage Architect	3	\$
I.9	System Administrator	2	\$
I.9	System Administrator	3	\$
I.10	Technical Architect	2	\$
I.10	Technical Architect	3	\$
B.1	Business Analyst	2	\$
B.1	Business Analyst	3	\$
B.3	Business Consultant	2	\$
B.3	Business Consultant	3	\$
P.3	HR Consultant	3	\$



OPTION PERIOD 3– October 15, 2017 to October 14, 2018

TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	FIRM PER DIEM RATE
A.8	System Analyst	2	\$
A.8	System Analyst	3	\$
I.2	Database Administrator	2	\$
I.2	Database Administrator	3	\$
I.6	Network Analyst	2	\$
I.6	Network Analyst	3	\$
I.8	Storage Architect	2	\$
I.8	Storage Architect	3	\$
I.9	System Administrator	2	\$
I.9	System Administrator	3	\$
I.10	Technical Architect	2	\$
I.10	Technical Architect	3	\$
B.1	Business Analyst	2	\$
B.1	Business Analyst	3	\$
B.3	Business Consultant	2	\$
B.3	Business Consultant	3	\$
P.3	HR Consultant	3	\$



ANNEX B
STATEMENT OF WORK

Table 1 - Total Estimated Number of Resources Required

TBIPS ID	CATEGORY OF PERSONNEL	Estimated Number of Resources Required			
		Year 1	Year 2	Year 3	Year 4
A.8	System Analyst - Level 2	9	9	9	9
A.8	System Analyst – Level 3	3	3	3	3
I.2	Database Administrator – Level 2	1	1	1	1
I.2	Database Administrator – Level 3	2	2	2	2
I.6	Network Analyst – Level 2	3	3	3	3
I.6	Network Analyst – Level 3	2	2	2	2
I.8	Storage Architect – Level 2	4	4	4	4
I.8	Storage Architect – Level 3	2	2	2	2
I.9	System Administrator – Level 2	5	5	5	5
I.9	System Administrator – Level 3	2	2	2	2
I.10	Technical Architect – Level 2	3	3	3	3
I.10	Technical Architect – Level 3	4	4	4	4
B.1	Business Analyst – Level 2	3	3	3	3
B.1	Business Analyst – Level 3	4	4	4	4
B.3	Business Consultant – Level 2	2	2	2	2
B.3	Business Consultant – Level 3	5	5	5	5
P.3	HR Consultant – Level 3	1	1	1	1



**Statement of Work
Statement of Work (SOW)**

1.BACKGROUND

Shared Services Canada (SSC)- Science Portfolio, Business Management & Optimization (BMO) Services is a centralized group that provides value added business services and advice to all employees in the Science Portfolio. BMO is aligned with SSC Corporate Services to ensure departmental policies are followed.

BMO provides overarching support functions related to: the acquisition of goods and services, including planning, forecasting, and controlling the financial activities (including provisioning, contract management, asset management) and the coordination of Human Resources (HR); Training and Conferences; Travel; Accommodations; and Pride and Recognition. The BMO supports the Science Portfolio – Functional Organization that includes Data Centre and Email Services, Networks and IT Security Operations, and Science Operations.

2.PROJECT SUMMARY

The purpose of this requirement is to establish a Task-Based Informatics Professional Services (TBIPS) Supply Arrangement at our disposal to ensure that the BMO has the ability to build a temporary, flexible and skilled team of resources to meet the demands of the Science Portfolio functional organizations including, Data Centre and Email Services, Networks and IT Security Operations, and Science Operations. The required services are to be provided through TBIPS Applications Services, IM/IT Services, Business Services and Project Management Services Categories on an "as and when requested" basis through a Task Authorization (TA) process. The Contractor will be responsible for providing the resources required to address specific needs in order to assist the Science Portfolio to achieve their operational and strategic objectives.

3.LOCATION OF WORK

The work will be carried out on-site at various SSC Science Portfolio locations within the National Capital Area (NCA) and Regional Offices across Canada. Work may also be conducted off-site. Specifics of work location will be identified in the TA process.

4.SCOPE OF WORK

The Contractor must provide the following resources:

TBIPS ID	RESOURCE CATEGORY	LEVEL OF EXPERTISE
A.8	Systems Analyst	Level 2
A.8	Systems Analyst	Level 3
I.2	Database Administrator	Level 2
I.2	Database Administrator	Level 3
I.6	Network Analyst	Level 2
I.6	Network Analyst	Level 3
I.8	Storage Architect	Level 2



I.8	Storage Architect	Level 3
I.9	System Administrator	Level 2
I.9	System Administrator	Level 3
I.10	Technical Architect	Level 2
I.10	Technical Architect	Level 3
B.1	Business Analyst	Level 2
B.1	Business Analyst	Level 3
B.3	Business Consultant	Level 2
B.3	Business Consultant	Level 3
P.3	HR Consultant	Level 3

5 – RESOURCE CATEGORIES AND TASKS

Tasks will be identified within each TA issued under the Contract as specified in Appendix B to Annex A.

Tasks and responsibilities identified for each resource category may, but are not limited to the following:

Stream 1: Application Services

5.1 1.8 System Analyst – Level 2 / Level 3

Tasks under this SOW include, but are not limited to:

- a)Gathering and validating requirements, feasibility, cost, design, and specification documents for systems;
- b)Implementing systems to support projects, departments, organizations or businesses;
- c)Translating business requirements into systems design and specifications;
- d)Analyzing and recommending alternatives and options for solutions;
- e)Developing technical specifications for design, systems development and implementation using the Rational Unified Process (RUP) framework/methodology;
- f)Developing and presenting briefings and presentations to business clients, IT partners and senior management as required;
- g)in leading and facilitating Joint Application Design (JAD) sessions;
- h)Performing business analysis of functional requirements to identify information, procedure, and decision flows;
- i)Analyzing business and system requirements to detail and create System Use Cases;
- j)Providing impact analysis for change requests and problem reports;
- k)Establishing acceptance test criteria with client;
- l)Defining input/output sources, including detailed plan for technical design phase, and obtaining approval of the system proposal;

Stream 3: IM/IT Services

5.23.2 Database Administrator – Level 2 / Level 3

Tasks under this SOW include, but are not limited to:

- a)Providing specialized expertise and practical assistance in use of database management systems and the manipulation of data for information systems, including work at any stage of the database life cycle (feasibility, design, development and service delivery);
- b)Assisting the client in the definition of data requirements and applying investigative skills to determine if and how database might be used to fulfill them;



- c) Defining new database structures or transforming data requirements into new database structures;
- d) Defining and customizing data conversion strategies, specifications and routines;
- e) Managing and organizing electronic database in order to ensure shared ability, coherence, availability, accuracy, completeness and integrity to meet informatics needs;
- f) Identifying potential improvements to existing databases by determining users' information requirements and system performance and functional requirements;
- g) Designing, developing, implementing and documenting internal procedures that include:
 - Database backup, Restore and Recovery,
 - Database Design and Distribution,
 - Database Monitoring,
 - Database Performance Optimization,
 - Database Extraction,
 - Database Security (including access and user account management), and
 - Virus Protection.
- h) Providing advice related to any or all of the above;
- i) Providing technical direction and support in the areas of database performance and scalability; and
- j) Maintaining configuration control of the database by:
 - o Performing and/or coordinating updates to the database design, and
 - o Controlling and coordinating changes to the database including the deletion of records, changes to the existing records and additions to the database.

5.33.6 Network Analyst – Level 2 / Level 3

Tasks under this SOW include, but are not limited to:

- a) Performing network architecture and design, evaluation, testing, installation, configuration and builds based on client needs;
- b) Coordinating with other departmental groups, agencies and vendors whose activities have a direct impact on the operational networks;
- c) Reviewing internal engineering tasks, i.e. engineering efforts by other engineers, to ensure they are consistent with the overall design and schedule;
- d) Remote management, support, and maintenance of Email Services and SMTP Gateway (hundreds of thousands of Emails per day);
- e) Providing IT advice to the client staff as required; and
- f) Participating in the transfer of network and system design and configuration specifics to the appropriate staff, e.g. support staff and new client staff.

5.43.8 Storage Architect – Level 2 / Level 3

Tasks under this SOW include, but are not limited to:

- a) Coordinating with other departmental groups, agencies and vendors whose activities have a direct impact on the operational systems;
- b) Performing storage architecture and design, evaluation, testing, installation, configuration and builds based on client needs;
- c) Developing, analyzing, designing, and implementing the clients' storage infrastructure/architecture to ensure high levels of data quality and availability;



- d) Conduct storage architecture and design, evaluation, testing, installation, configuration and builds based on client needs;
- e) Develop and provide technical recommendations, solutions, strategies, and roadmaps for storage infrastructure;
- f) Monitor storage-related trends, best practices and issues; develop strategies and procedures to ensure best practices are implemented in the data centres;
- g) strategies for storage consolidation, centralization, virtualization and optimization to reduce downtime and costs while improving storage performance and security; and
- h) Propose new storage technology to enhance the storage optimization, performance, security, reliability and maintainability of the current storage technology.

5.53.9 System Administrator – Level 2 / Level 3

Tasks under this SOW include, but are not limited to:

- a) Installation, configuration, consolidation and support of server and operating systems on various hardware platforms;
- b) Deploying applications to Development, System Testing, User Acceptance Testing (UAT) and Production Environments.
- c) Installation, configuration and support of various departmental server software on Windows server;
- d) Provide technical advice and recommendation on solution and architecture for new infrastructure.
- e) Regular maintenance on all servers such as patches, servers firmware update, etc.
- f) Provide assistance when require in the area of Data Centre management such as racking, cabling, decommissioning.
- g) Monitor the infrastructure environment for performance and failure issues.

5.6 3.10 Technical Architect – Level 2 / Level 3

Tasks under this SOW include, but are not limited to:

- a) Performing technology architecture and design, evaluation, testing, installation;
- b) Configuration and builds based on client needs;
- c) Coordinating with other departmental groups, agencies and vendors whose activities have a direct impact on the operational systems;
- d) Providing recommendations for technology solutions that are aligned with the SSC organization's Technical Architecture;
- e) Deliver data warehousing in an Extract, Transform and Load (ETL) environment;
- f) Preparing implementation plans for particular technologies;
- g) Development and implementation of strategies, policies, principles, guidelines, technical and application frameworks;
- h) Installing and monitoring particular facets of technology;
- i) Conducting interviews and workshops with stakeholders for the purpose of defining and documenting technical requirements;
- j) Configuring and optimizing technical installations; and
- k) Maintaining up-to-date knowledge of particular technologies and products supporting those technologies.

Stream 4: Business Services



5.74.1 Business Analyst – Level 2 / Level 3

Tasks under this SOW include, but are not limited to:

- a) The redesign of core business processes; and/or the application of enabling technologies to support the new core processes; in support of the management of organizational change;
- b) Business requirements gathering and analysis including planning the requirements development process, determining which requirements are the highest priority for implementation, and managing subsequent change;
- c) Business process modeling;
- d) Defining and documenting business and/or technical architectures, interfaces of manual to automated operations;
- e) Assessing and recommending implementation alternatives to multi stakeholder groups including development teams and business clients through the creation of artefacts such as an Options Analysis;
- f) Solution assessment and validation whereby the Business Analyst ensures that the proposed IT solution solves the clients' business problem.

5.84.1 Business Consultant – Level 2 / Level 3

Tasks under this SOW include, but are not limited to:

- a) Analyze, evaluate, and develop effective and efficient organizational processes (financial, operational, systems, etc.);
- b) Identify organizational and project business opportunities for improvement and streamlining of business processes;
- c) Conducting group working sessions, senior management interviews, and cross-functional group discussions in multiple disciplines.
- d) Identify and evaluate critical success parameters, factors and performance measurements;
- e) Assist stakeholders in the development and implementation of organizational improvement processes or programs;
- f) Identify organizational issues and provide solutions and recommendations to solve them.

5.9 5.3 HR Consultant – Level 3

Tasks under this SOW include, but are not limited to:

- a) Providing operational HR services;
- b) Providing advice on and/or performing analysis of the HR strategic direction and assisting in the development of HR options, aligning and integrating the HR plans with the strategic direction of the organization's business plan;
- c) Participating in the development of potential HR models and assisting in the implementation of HR requirements and a transition plan to meet HR needs;
- d) Planning Human Resources in areas such as organizational development, organizational planning and design, human resources utilization, job analysis, performance planning, auditing and evaluating and forecasting;
- e) Providing advice on and/or participating in the establishment of processes and human resources programs, services and activities;



- f) Planning, developing, implementing and evaluating personnel and employee relations strategies including policies, programs and procedures to address an organization's human resource requirements;
- g) Developing resourcing strategies linked to HR Plans, strategies and tools;
- h) Conducting research and analysis and preparing recommendations and reports;
- i) Planning and administering HR programs;
- j) Conducting reviews, developing implementation strategies;
- k) Providing advice on policies, programs and procedures regarding human resource services and programs;
- l) Providing mentoring, tutoring and coaching assistance;
- m) Assisting in the development of HR strategies to meet business needs;
- n) Assisting in the development of Integrated Business and Human Resources Plan to meet the needs of the organization;
- o) Developing and monitoring framework, conducting monitoring activities and preparing monitoring reports;
- p) Developing, implementing HR related programs, framework and initiatives;
- q) Reviewing and proposing various organizational models.

6– COMMON REQUIREMENT

The following tasks are a mandatory requirement of, and common to, all categories detailed under “RESOURCE CATEGORIES AND TASKS” and any resulting Task Authorizations:

- Documentation of work performed;
- Status Reporting;
- Provide business and technical advice and support to SSC Analysts, Managers and Senior Management;
- Functional and Technical Knowledge Transfer to SSC Analysts, Managers and Senior Management.

7 - LANGUAGE OF SERVICE

All services under the Contract must be delivered in English unless otherwise specified in the TAs as French or fluently bilingual.

8 - MEETINGS

- Preparation and Participation to meetings: When requested by the Technical Authority, the Contractor’s resources must attend meetings and have on hand the necessary documentation to actively participate. Meeting requests will be specified in the TAs.
- Location of meetings: All meetings will be conducted on-site, in the National Capital Area (NCA) and Regional Offices at SSC facilities.
- Minutes: When requested by the Technical Authority, the Contractor’s resources must prepare minutes of all discussions or records of decisions of the meeting(s) and provide them to the Technical Authority, for review and approval, no later than three (3) business days after each meeting.

9 – DELIVERABLES

Deliverables will be identified within each TA issued under the Contract as specified in Appendix B to Annex A. The Contractor must ensure that all deliverables submitted are in conformity with the instructions issued by the Technical Authority as specified in the TA. The Statement of Work attached to each TA will identify the particular deliverable(s), tasks, and other relevant areas of consideration, such as the delivery date, format, and language of each deliverable that are required to be implemented by the Contractor in the provision of services.



All text deliverables must be delivered in both hard and electronic copy or to the specifications of the SSC Science Portfolio. All deliverables must be accurate, truthful and in accordance with the specifications required by the Contract.



APPENDIX A TO ANNEX B

TASK AUTHORIZATION PROCEDURES

1. TA Request

- (a) Where a requirement for a specific task has been identified and a TA is to be provided to the Contractor in accordance with the allocation methodology described in the Contract Article titled "Task Authorization", a TA Form, as attached at Appendix B to Annex B, will be prepared by the Technical Authority and sent to the Contractor.
- (b) A TA Form will contain the following information, if applicable:
 - (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the date by which the Contractor's response must be received by the Contracting Authority;
 - (iv) a brief statement of work for the task identifying the resource category(ies), level and specialty required and describing the activities to be performed including any deliverables;
 - (v) the interval during which the task is to be carried out (beginning and end dates);
 - (vi) the number of person-days of effort required;
 - (vii) the specific work location; and
 - (viii) any other constraints that might affect the completion of the task.

2. TA Quotation

- (a) Once it receives the TA Form, the Contractor must submit a quotation to the Contracting Authority, identifying its proposed resources and detailing the cost and time to complete the task(s). The quotation must be based on the rate(s) set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 2 working days of the request.
- (b) For each proposed resource the Contractor must supply:
 - (i) A resume and completed Appendix C to Annex B for the Category(ies) of Personnel and level(s) identified in the TA Form. The Contractor's quotation must demonstrate that each proposed resource meets the mandatory 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.
 - (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. For post-secondary education, Canada will only accept credentials from institutions recognized by the Department of Education of any Canadian province, or for those obtained in a foreign country, by either of the credential assessment organizations listed on the Website: <http://www.cicic.ca/>
 - (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's governing body throughout the evaluation and Contract Period.



- (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 individual's resume does not include the relevant dates for the experience claimed (i.e., the start date and end date).
 - (F) For work experience to be considered by Canada, the Contractor's response 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, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (ii) The following security information:

SECURITY INFORMATION	CONTRACTOR TO INSERT DATA
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	

(iii) Certifications at Appendix D to Annex B (as applicable).

- (c) The quotation must be submitted to the Contracting Authority within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

3. Resource Assessment

- (a) Each proposed resource will be assessed for compliance with the mandatory requirements identified in Appendix C to Annex B applicable to that Category of Personnel. Proposed resources that do not comply with each and every mandatory criteria will not be accepted.
- (b) Canada reserves the right to request references from the Contractor to conduct a reference check to verify the accuracy of the information provided. If references are requested, Canada will conduct the reference check in writing by e-mail (unless the contact at the reference is only available by telephone). A Contractor will not be responsive to a mandatory requirement unless the response is received to an e-mail reference check request within 5 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 evaluated. The mandatory requirement will not be considered 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 the mandatory requirement be 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. TA Acceptance

- (a) Once the Contractor's quotation has been accepted by the Contracting Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (b) The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a fully signed TA Form has been received, and any work performed in its absence is done at the Contractor's own risk.



**Appendix B to Annex B -
EXAMPLE: Task Authorization Request and Acceptance Form**
Sigma Task Authorization form will be accepted as well.

TASK AUTHORIZATION			
Contractor: _____		Contract Number: _____	
Contractor PBN: _____			
Commitment Number: _____		Financial Coding: _____	
Task Number: _____		Date: _____	
TA Request (For completion by Technical Authority)			
<p>1. Description of Work to be Performed</p> <p style="text-align: center;">Statement of Work</p> <p style="text-align: center;">Description of any Deliverable(s) required (including the required format and media)</p> <p>Any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract will be described here.</p>			
2. PERIOD OF SERVICES	From:	_____	To: _____
3. Work Location	_____		
4. Travel Requirements	[] Yes [] No		Specify:
5. Other Conditions/ Restraints	[] Yes [] No		Specify:
6. Task Proposal (insert rows as required) Check []:	Estimated Cost []	Fixed Price []	\$ _____
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL			
[] Reliability Status [] Secret [] Top Secret [] Other			
8. BILINGUALISM (if applicable)			
[] English and French [] French [] English			
If both, the categories of personnel requiring bilingualism include:			



TA Proposal [For completion by Contractor]				
9. Estimated Cost Contract				
Category (Level) and Name of Proposed Resource	Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
Professional services estimated cost	Total			
GST				
Grand Total				

Travel & Living	Estimated Cost
GST	
Total Travel & Living Cost	
Grand Total for Labour and Travel	

TA Approval		
10. Signing Authorities		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the Identified User	<Identified User>	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of PWGSC (if applicable)	PWGSC	Date
11. Basis of Payment & Invoicing		
<p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>		



Appendix C to Annex B

Resource Assessment Criteria and Response Tables
Resources Assessment Criteria and Response Tables

A.8 System Analyst – Level 2				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, as a Systems Analyst.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, translating business requirements into system requirements using Rational Unified Process (RUP) framework including the System Use Cases and Supplementary Specifications.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, in leading and facilitating Joint Application Design (JAD) sessions.			

A.8 System Analyst – Level 3				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, as a Systems Analyst.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, translating business requirements into system requirements using Rational Unified Process (RUP) framework including the System Use Cases and Supplementary Specifications.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, in leading and facilitating Joint Application Design (JAD) sessions.			

I.2 Database Administrator – Level 2				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, as a Database Administrator.			



M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, defining, creating, installing, securing, maintaining and upgrading database structures.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of three (3) years of experience, with documentation including, but not limited to: database installation, maintenance, support, specification, architecture, build, backup/ restore procedures. This will include participation in the development, creation and involvement in a final build strategy.			

I.2 Database Administrator – Level 3

Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, as a Database Administrator.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, defining, creating, installing, securing, maintaining and upgrading database structures.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, with documentation including, but not limited to: database installation, maintenance, support, specification, architecture, build, backup/ restore procedures. This will include participation in the development, creation and involvement in a final build strategy.			

I.6 Network Analyst – Level 2

Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, as a Network Analyst.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, in troubleshooting and support of switches & routers on large networks and datacenters.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, in the remote management, support, and maintenance of Email Services and SMTP Gateway (hundreds of thousands of Emails per day).			

I.6 Network Analyst – Level 3

Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met



M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, as a Network Analyst.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, in troubleshooting and support of switches & routers on large networks and datacenters.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, in the remote management, support, and maintenance of Email Services and SMTP Gateway (hundreds of thousands of Emails per day).			

I.8 Storage Architect – Level 2				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, as a Storage Architect.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, developing, implementing, and overseeing policies and/or procedures for storage provisioning.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum five (5) years of experience, within the last ten (10) years, in performing the function of a Storage Architect, including: <ul style="list-style-type: none"> •Planning, architecting and designing, and evaluating; and •Installing, testing, building, and analyzing storage infrastructures, performance, capacity, and backup/recovery. 			

I.8 Storage Architect – Level 3				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, as a Storage Architect.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, developing, implementing, and overseeing policies and/or procedures for storage provisioning.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, in performing the function of a Storage Architect, including: <ul style="list-style-type: none"> •Planning, architecting and designing, and evaluating; and •Installing, testing, building, and analyzing storage infrastructures, performance, capacity, and backup/recovery. 			



I.9 System Administrator – Level 2				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, as a System Administrator.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, performing all of the following activities: <ul style="list-style-type: none"> •Install, monitor, upgrade and maintain operating systems and software. •Troubleshoot and resolve technical problems related to the performance of operating systems, hardware and software. 			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, deploying applications to Development, System Testing, User Acceptance Testing (UAT) and Production Environments.			

I.9 System Administrator – Level 3				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, as a System Administrator.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, performing all of the following activities: <ul style="list-style-type: none"> •Install, monitor, upgrade and maintain operating systems and software. •Troubleshoot and resolve** technical problems related to the performance of operating systems, hardware and software. 			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, deploying applications to Development, System Testing, User Acceptance Testing (UAT) and Production Environments.			

I.10 Technical Architect – Level 2				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, as a Technical Architect.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, in the development and implementation of strategies, policies, principles, guidelines and frameworks of			



	and providing recommendations for technology solutions that are aligned with an organization's Technical Architecture.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, conducting interviews and workshops with stakeholders for the purpose of defining and documenting technical requirements.			

I.10 Technical Architect – Level 3

Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, as a Technical Architect.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, in the development and implementation of strategies, policies, principles, guidelines and frameworks of and providing recommendations for technology solutions that are aligned with an organization's Technical Architecture.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, conducting interviews and workshops with stakeholders for the purpose of defining and documenting technical requirements.			

B.1 Business Analyst – Level 2

Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, as a Business Analyst.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, performing all of the following tasks within an IM/IT environment: a. gathering business requirements; b. analyzing business requirements; c. defining business requirements; and d. documenting business requirements.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years business and/or technical architecture experience, within the last ten (10) years, within an IM/IT environment.			

B.1 Business Analyst – Level 3

Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met



M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, as a Business Analyst.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the fifteen (15) years, performing all of the following tasks within an IM/IT environment: a. gathering business requirements; b. analyzing business requirements; c. defining business requirements; and d. documenting business requirements.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years business and/or technical architecture experience, within the last fifteen (15) years within an IM/IT environment.			

B.3 Business Consultant – Level 2				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, as a Business Consultant.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of experience, within the last ten (10) years, conducting group working sessions, senior management interviews, and cross-functional group discussions in multiple disciplines.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of project experience providing assistance to stakeholders in the development and implementation of one or more organizational improvement processes or one or more organizational improvement programs in order to achieve one or more corporate objectives.			

B.3 Business Consultant – Level 3				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, as a Business Consultant.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, conducting group working sessions, senior management interviews, and cross-functional group discussions in multiple disciplines.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of project experience			



<p>providing assistance to stakeholders in the development and implementation of one or more organizational improvement processes or one or more organizational improvement programs in order to achieve one or more corporate objectives.</p>			
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P.3 HR Consultant – Level 3				
Criteria	Mandatory Requirement	Contractor's Response		
		Insert Page # of Resume	Met	Not Met
M.1	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, as a HR Consultant.			
M.2	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the fifteen (15) years in Strategic HR Planning and HR Policy development.			
M.3	The Bidder must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience, within the fifteen (15) years in the application of the Federal Public Service Commission staffing programs.			
M.4	The Bidder must clearly demonstrate that the proposed resource has completed the Public Service Commission (PSC) Appointment Framework Knowledge Test (AFKT) Certification Program. Proof of Certification must be provided upon issuance of a Task Authorization.			



APPENDIX D TO ANNEX B

CERTIFICATIONS AT THE TASK AUTHORIZATION STAGE

1. Education and Experience

The Contractor certifies that all the information provided in the resume(s) and supporting material submitted, 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 the individual(s) proposed is capable of performing the Work described in the Contract. Canada reserves the right to verify any information provided in this regard, and untrue statements may result in the TA response being declared non-responsive or another action the Minister may consider appropriate.

Print name of authorized individual & sign above

Date

2. Status of Personnel

If the Contractor has proposed any individual in fulfillment of this Contract who is not an employee of the Contractor, the Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work performed in fulfillment of this Contract and to submit such person's resume to Canada. The Contractor must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Contractor.

Print name of authorized individual & sign above

Date

3. Availability of Personnel

The Contractor certifies that, should it be authorized to provide the services under any TA resulting from this Contract, the resource(s) proposed in the TA response will be available to commence performance of the Work within a reasonable time from the date of acceptance of the 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

4. Certification of Language



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

Print name of authorized individual & sign above

Date



ANNEX C

Annex "C" Insurance Requirements C.1 Commercial General Liability Insurance

1. Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The following endorsements must be included:
 - a. Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by [insert client department's name] and/or Public Works and Government Services Canada.

- b. Notice of Cancellation or Amendment: The Insurer agrees to provide the Contracting Authority thirty (30) calendar days written notice of policy cancellation.
- c. Cross Liability: Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy shall, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.
- e. Contingent Employer's Liability: To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.
- f. Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, shall be included as additional insured.
- g. Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries without determination of liability.
- h. Non-owned Automobile: To protect the Contractor for liabilities arising by its use of vehicles owned by other Parties.
- i. Products and Completed Operations Broad Form: While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.

C.2 Errors and Omissions Liability Insurance

1. Errors and Omissions Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If this is a claims made policy and the duration of the Contract exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Contractor.
3. The following endorsement must be included:

Notice of Cancellation or Amendment: The Insurer agrees to provide the Contracting Authority thirty (30) calendar days written notice of cancellation.

Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8



ANNEX D

Code of Conduct and Certification

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

(b) 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 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.
- (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.



Adresse de courriel /E-mail Address:
Ministère/Department:
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier
Adresse du fournisseur / Supplier Address
NEA du fournisseur / Supplier PBN
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number)
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)
1. Membre / Director
2. Membre / Director
3. Membre / Director
4. Membre / Director
5. Membre / Director
6. Membre / Director
7. Membre / Director
8. Membre / Director
9. Membre / Director
10. Membre / Director
Autres Membres/ Additional Directors:



Annex "E"
Security Requirement Check List
Pre-Approved – Common SRCL #19