

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St., / 11, rue Laurier
Place du Portage, Phase III
Core 0B2/Noyau 0B2
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet TBIPS - TECHNOLOGY ARCHITECTS	
Solicitation No. - N° de l'invitation 47064-151237/A	Date 2014-11-07
Client Reference No. - N° de référence du client 1000321237	
GETS Reference No. - N° de référence de SEAG PW-\$\$EL-634-28113	
File No. - N° de dossier 634e1.47064-151237	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-01	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Durigan, Angela	Buyer Id - Id de l'acheteur 634e1
Telephone No. - N° de téléphone (819) 956-5879 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Informatics Professional Services - EL Division/Services
professionnels en informatique - division EL
4C2, Place du Portage
Gatineau
Québec
K1A 0S5

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

BID SOLICITATION

FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS) FOR FIVE (5) TECHNOLOGY ARCHITECTS - LEVEL 3 FOR CANADA BORDER SERVICES AGENCY (CBSA)

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634e1

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File No. - N° du dossier

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1000321237

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BID SOLICITATION

FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS) FOR FIVE (5) TECHNOLOGY ARCHITECTS - LEVEL 3 FOR CANADA BORDER SERVICES AGENCY (CBSA)

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to this bid solicitation **47060-151237/A**. It is divided into seven parts plus annexes as follows:

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

The annexes include the Statement of Work, the Basis of Payment, the Security Requirement Check List, the Bid Evaluation Criteria, the Pricing Schedule, the Bidder Form and the Federal Contractors Program for Employment Equity - Certification.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Canada Border Services Agency (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of one contract, for one year plus four one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial

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and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA).
- (e) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/E series of SAs are eligible to compete. The TBIPS SA EN578-055605/E is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (f) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-055605/E as that joint venture at the time of bid closing in order to submit a bid.
- (g) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED LEVEL OF EFFORT PER RESOURCE PER YEAR (IN DAYS)	ESTIMATED NUMBER OF RESOURCES REQUIRED
Technology Architect (Systems Developer)	Level 3	240	3
Technology Architect (Systems Engineering)	Level 3	240	1
Technology Architect (Platform Aligner)	Level 3	240	1

1.3 Debriefings

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

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with Subsection 5(4) amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2003 and this document, this document prevails.

Subsections 4 and 5 of Section 01 of 2003, Standard Instructions - Goods or Services - Competitive Requirements are deleted and replaced as follows:

4 Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

5. Canada may, at any time, request that a Bidder provide properly completed and signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and at the PWGSC address indicated at the top right hand corner of page one of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.

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2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

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

2.6 Volumetric Data

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

2.7 Former Public Servant

(a) Information Required

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

(b) Definitions

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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

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

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

(c) **Former Public Servant in Receipt of a Pension**

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

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

name of former public servant;

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

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

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

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

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (4 hard copies and 1 soft copy on a USB key)
- (ii) Section II: Financial Bid (2 hard copies)
- (iii) Section III: Certifications not included in the Technical Bid (2 hard copies)

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

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

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

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

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

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

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

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

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- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(e) **Joint Venture Experience:**

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

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

3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

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

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

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

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Annex D, 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 meets the requirements. Simply stating that the Bidder and its proposed resources comply is not

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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 Annex D, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (iv) **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Annex D. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this bid solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (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 technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- (v) **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, if requested by Canada, the facts identified in the Bidder's bid. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by

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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 the Pricing Schedule provided in Annex E of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **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

It is a requirement that Bidders submit the certifications identified under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation

(a) **Mandatory Technical Criteria:**

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

(b) **Point- Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point rated technical evaluation criteria are described in Annex D Bid Evaluation Criteria.

(c) **Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will

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not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within five working days of the date that Canada's email was sent.

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

4.3 Financial Evaluation

- (a) **Calculation of Total Bid Price:** The financial evaluation will be conducted by calculating the Total Bid Price using the pricing tables completed by the bidders. The Total Bid Price will be determined for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) (or the Lower Median Band Limit, whichever is higher) with the estimated number of days of work for each period, for all the Resource Categories stated in Annex E - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.

- (b) **Firm Per Diem Median Rate Evaluation Method**

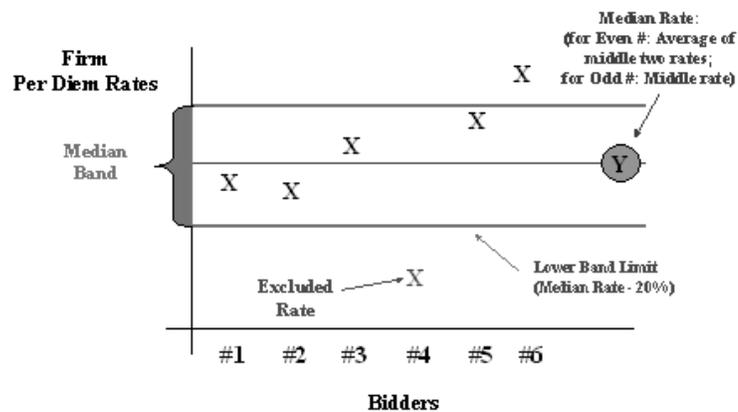
In conducting the financial evaluation, with respect to the professional services rates proposed, a firm per diem rate median evaluation method will be used, as follows:

- (i) **Use of Method:** The firm per diem rate median calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource that is lower than the Lower Median Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.
- (ii) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual resource a median rate will be determined for each Resource Category. A median will be used to calculate a median band against which each Bidder's per diem rate will be established for the Initial Contract Period, and another median will be established for each of the option period(s).

For each Resource Category, the median band will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the median rate to a value of minus (-) 20% of the median. The Lower Median Band Limit for each Resource Category is set at 80% of the median. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Median Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Lower Median Band Limit for that Resource Category.

(iii) **Example:** The following diagram is a representation of the calculation of the median

Resource Category Median Band Determination (Even Number of Bidders)



band for a single Resource Category. This diagram identifies the median band and the included and excluded resource per diem rates.

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

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

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

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

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services in the relevant Resource Category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the Resource Category being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services provided and demonstrate that at least 50% of the tasks performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the Resource Category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

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

(d) **Formulae in Pricing Tables**

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

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid

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solicitation to be declared responsive. The responsive bid with the lowest Price-Per-Point will be recommended for award of a contract. To calculate the lowest Price-Per-Point, the following formula will be used:

$$\frac{\text{Total Bid Price}}{\text{Total points obtain by the Bidder}} = \text{Price-Per-Point obtained by the Bidder}$$

- (b) One contract may be awarded in total as a result of this bid solicitation.
- (c) 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.
- (d) If more than one Bidder is ranked first because of identical overall scores, then the Bidder with the highest total technical score will become the top-ranked Bidder.

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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Mandatory Certifications Required Precedent to Contract Award

(a) Integrity Provisions - Associated Information

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

(b) Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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

5.2 Professional Services Resources

- (a) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- (c) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the

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individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.3 Certification of Language - English Essential

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

(a) Before award of a contract, the following conditions must be met:

- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
- (iii) **CBSA SECURITY REQUIREMENT:** The Client (CBSA) will conduct its own personnel Reliability Status assessment on the proposed Contractor and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "*Security and Contracting Management Standard*" and the *Policy on Government Security – Personnel Security Standard*, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized security official with the CBSA's "*Personnel Security Screening Section*" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "**Canadian Industrial Security Directorate**" (CISD) and the "**International Industrial Security Directorate**" (IISD).

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

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

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

** Contractor personnel can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA designated or classified information\assets are kept.

- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

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6.2 Financial Capability

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

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 Canada Border Services Agency (CBSA).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms: Words** and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 Task Authorization

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

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- (H) the number of person-days of effort required;
- (I) whether the work requires on-site activities and the location;
- (J) the language profile of the resources required;
- (K) the level of security clearance required of resources;
- (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- (M) any other constraints that might affect the completion of the task.

(d) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA

(e) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signatures:

- (i) for any TA with a value less than or equal to **\$250,000.00** (including Applicable Taxes), the TA must be signed by:
 - (A) the Technical Authority; and
- (ii) for any TA with a value greater than this amount, a TA must include the following signatures:
 - (A) the Technical Authority; and
 - (B) the Contracting Authority.

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

(f) **Periodic Usage Reports:**

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- (ii) The quarterly periods are defined as follows:
 - (A) April 1 to June 30;
 - (B) July 1 to September 30;

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- (C) October 1 to December 31; and
- (D) January 1 to March 31.

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

- (iii) Each report must contain the following information for each validly issued TA (as amended):
 - (A) the Task Authorization number and the Task Authorization Amendment number(s), if applicable;
 - (B) a title or a brief description of the task;
 - (C) the name, Resource Category and level of each resource involved in performing the TA, as applicable;
 - (D) the total estimated cost specified in the TA (Applicable Taxes extra);
 - (E) the total amount (Applicable Taxes extra) expended to date;
 - (F) the start and completion date; and
 - (G) the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
 - (A) the amount (Applicable Taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - (B) the total amount, Applicable Taxes extra, expended to date against all validly issued TA's.
- (g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.3 Minimum Work Guarantee

- (a) In this clause,
 - (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding Applicable Taxes); and
 - (ii) **"Minimum Contract Value"** means 3% of the Maximum Contract Value on the date the contract is first issued.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
 - (i) for default;

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- (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
- (iii) for convenience within ten working days of Contract award.

7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

(a) General Conditions:

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:

(a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

(i) 4002 (2010-08-16), Supplemental General Conditions -Software Development of Modification Services; and

(ii) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

7.5 Security Requirement

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

a) SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

(i) 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 Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

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- (ii) The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
- (iii) The Contractor MUST NOT remove any PROTECTED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (iv) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (v) The Contractor must comply with the provisions of the:
 - (A) Security Requirements Check List and security guide (if applicable), attached at Annex C; and
 - (B) *Industrial Security Manual* (Latest Edition).

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

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

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

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

** Contractor personnel can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA designated or classified information\assets are kept.

7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one year later; and

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(ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) **Option to Extend the Contract:**

(i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

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

7.7 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Angela Durigan
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Informatics and Telecommunications Systems Procurement Directorate
 Address: 11 Laurier St., Gatineau, Québec
 Telephone: (819) 956-5879
 E-mail address: angela.durigan@pwgsc-tpsgc.gc.ca

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

(b) **Technical Authority (To be completed at contract award)**

The Technical Authority for the Contract is:

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

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

(c) **Contractor's Representative (To be completed at contract award)**

7.8 Payment

(a) **Basis of Payment**

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- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
Estimated Cost: \$ _____
- (ii) **Pre-Authorized Travel and Living Expenses**
Canada will not pay any travel or living expenses associated with performing the Work.
- (iii) **Applicable Taxes:** Estimated Cost: \$ _____
- (iv) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (v) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (b) **Limitation of Expenditure** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable Taxes. With respect to the amount set out on page one of the Contract, Customs duties are excluded and Applicable taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (i) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (A) when it is 75 percent committed, or
- (B) 4 months before the Contract expiry date, or
- (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

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

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

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

(d) Time Verification

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

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

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

7.9 Invoicing Instructions

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

7.10 Certifications

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

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7.11 Federal Contractors Program for Employment Equity - Default by Contractor

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

7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. **(To be completed at contract award)**

7.13 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
 - (i) 4002 (2010-08-16), Supplemental General Conditions -Software Development of Modification Services;
 - (ii) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2014-09-25);
- (d) Annex A, Statement of Work, including its Appendices as follows:
 - (i) Appendix A to Annex A -Task Authorization (TA) Form;
 - (ii) Appendix B to Annex A - Certifications at the TA stage;
 - (iii) Appendix C to Annex A - Resources Assessment Criteria and Response Table;
 - (iv) Appendix D to Annex A - Certifications at the TA stage;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the validly issued Task Authorizations including any required Certifications;
- (h) Supply Arrangement Number EN578-055605/xx/EI (the "Supply Arrangement"); and
- (i) the Contractor's bid dated _____, as amended _____.

7.14 Foreign Nationals (Canadian Contractor)

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

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

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7.14 Foreign Nationals (Foreign Contractor)

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

7.15 Insurance Requirements

(A) Compliance with Insurance Requirements

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

(B) Commercial General Liability Insurance

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

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

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

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

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

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

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

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

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

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

(C) Errors and Omissions Liability Insurance

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

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

7.16 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

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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

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

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

7.18 Professional Services - General

- (a) The Contractor must provide professional services on an "as and when requested" basis as specified in this Contract. All resources provided by the Contractor must meet the requirements described in the Contract (including those relating to previous experience, professional designation,

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education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

- (b) If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

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

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

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

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
- (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).

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

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.19 Safeguarding Electronic Media

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- (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 own and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract and the issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have and maintain, 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 Access to Canada's Property and Facilities

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

7.22 Transition Services at End of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to three months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

7.23 Identification Protocol Responsibilities

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

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as the Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective

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measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.

- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

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ANNEX A STATEMENT OF WORK

TITLE

Level 3 Technology Architects

BACKGROUND

Canada Border Services Agency (CBSA) created the Application and Infrastructure Monitoring Team (AIM) to provide IT Environments that meet the needs of External and Internal users (Continuous Service). Prior to the creation of AIM, CBSA had no dedicated resources assigned to the task of managing their application monitoring requirements. Consequently, there was no consistent application monitoring in place and few application teams were receiving alerts. It is very important to note that when incidents occur that interrupt services a resolution must be quick. The Integrated Customs System (ICS) has many mission critical applications (IPIL Air, IPIL Highway, PAXIS and TITAN) that are required to run at all times. AIM will provide a proactive approach to application and infrastructure stability by monitoring key Components. Monitoring will expedite incident resolution and perhaps help prevent incidents by sending out alerts as components begin to degrade.

OBJECTIVE

The Application and Infrastructure Monitoring teams' (AIM) primary objectives are to implement and support a monitoring solution that will enhance the timely recovery of IT services, thereby supporting the stated critical business requirements for recovery time and recovery point objectives.

SCOPE OF WORK

The Canada Border Services Agency and specifically AIM, requires informatics professional services to be provided by a team of up to five Level 3 Technology Architects on an "as and when requested" basis through the issuance of task authorizations. The CBSA requires that monitoring tools be implemented and requirements be developed and tested for all production and production support operations required for the delivery of its critical business services. As a secondary deliverable, the monitoring functions are also required in pre-production to determine the performance and quality of releases.

TASKS

Tasks include, but are not limited to:

Technology Architect (Systems Developer)

- Provide advice and recommendations on engineering, testing and implementation matters the Technical Authority as required;
- Prepare and provide presentations on engineering strategies, supporting infrastructures, and implementation plans);
- Provide advice and recommendations on the implementation of the 4-Phase Application Release Architecture;
- Provide advice and recommendations to support staff regarding current and future platform configurations; and
- Build and support CA Introscope scripts to gather metrics that will be used for monitoring purposes.

Technology Architect (Systems Engineering)

- Provide advice and recommendations on engineering, testing and implementation matters to the Technical Authority as required;
- Map monitoring mechanisms to current and future line of Business applications and sub-systems;
- Map monitoring mechanisms to current and future infrastructure platforms and underpinning technologies;

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- Map monitoring mechanisms to connectivity constructs and external system-to-system flows; and
- Analyze change to expose modifications required to automation configurations based on evergreening.

Technology Architect (Platform Aligner)

- Provide advice and recommendations on implementation of monitoring technologies in the CBSA 4-Phase Application Release Architecture;
- Prepare and provide presentations on monitoring and testing strategies, supporting infrastructures, and implementation plans;
- Analyze and implement script changes resulting from required monitoring alterations;
- Run joint sessions with Infrastructure Service Provider to expose status of initiatives, highlight risks and provide mitigations, resolve issues and ensure efficient communications and implementation;
- Map all constructs and incrementally model current and end state;
- Plan ongoing activities, convergence and implementation strategies; and
- Align Incident/Problem Management and Data Centre Recovery concepts to monitoring.

DELIVERABLES

- Provide weekly reports, electronically in MS Word format, detailing the status of assigned tasks to the Technical Authority.

PRESENTATIONS AND MEETINGS

- Presentations must be created and saved in an electronic format using PowerPoint or MSWord.
- Presentations will be given in CBSA boardrooms and hardcopies of presentation materials must be provided to all participants.
- Meetings will be held in CBSA boardrooms, as required by the Technical Authority.

TECHNICAL ENVIRONMENT

The Integrated Customs System (ICS) is an enterprise-level 3-tier web-enabled suite of services with the following specifications:

- Developed using IBM Rational Software Architect, unit tested using Websphere Test Environment;
- Versioned using SubVersion and packaged using ANT/CruiseControl;
- Executing primarily on a legacy and clustered IBM WebSphere application server on z/OS and partly on active-active Oracle WebLogic on RedHat and Solaris platforms;
- Data layer supported primarily by DB2 data sharing groups on z/OS and partly by DB2 LUW HADR on RedHat and Solaris, using JDBC for connectivity; and
- Using MQ messaging services.

LANGUAGE OF WORK

All Work must be performed in English.

TRAVEL REQUIREMENTS

There is no travel associated with this requirement.

LOCATION OF WORK

Work is to be performed on CBSA premises in the NCR.

APPENDIX A TO ANNEX A

TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor. Once a draft TA Form is received the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (A) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (F) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one

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project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criteria met unless the response is received within 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 assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

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APPENDIX B TO ANNEX A

TASK AUTHORIZATION (TA) FORM

CONTRACTOR		CONTRACT NUMBER:	
COMMITMENT #		FINANCIAL CODING:	
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:

1. STATEMENT OF WORK (WORK ACTIVITIES, CERTIFICATIONS AND DELIVERABLES)

SEE ATTACHED FOR STATEMENT OF WORK AND CERTIFICATIONS REQUIRED.

2. PERIOD OF SERVICES: FROM (DATE): _____ To (DATE): _____

3. WORK LOCATION: _____

4. TRAVEL REQUIREMENTS: _____

5. LANGUAGE REQUIREMENTS: _____

6. OTHER CONDITIONS/CONSTRAINTS: _____

7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR PERSONNEL: _____

8. CONTRACTOR'S RESPONSE:

CATEGORY AND NAME OF PROPOSED RESOURCE	PWGSC SECURITY FILE NUMBER	PER DIEM RATE	ESTIMATED # OF DAYS	TOTAL COST
			ESTIMATED COST	
			APPLICABLE TAXES	
			TOTAL LABOUR COST	
			MAXIMUM TA PRICE	

CONTRACTOR'S SIGNATURE

Name, Title and Signature of Individual Authorized to Sign on behalf of Contractor (type or print)	Signature: _____
	Date: _____

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7. APPROVAL - SIGNING AUTHORITY	
<p style="text-align: center;">Signatures (Client)</p> <p>Name, Title and Signature of Individual Authorized to sign:</p> <p>Technical Authority: _____</p> <p>Date: _____</p>	<p style="text-align: center;">Signatures (PWGSC)</p> <p>Contracting Authority ¹: _____</p> <p>Date: _____</p>
<p>¹ Signature required for TAs valued at \$250,000.00 or more, Applicable Taxes included.</p>	
<p>You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.</p>	

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**APPENDIX C TO ANNEX A
RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE**

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

**1.0 Mandatory Resource Assessment Criteria:
Technology Architect (Systems Developer) Mandatory Criteria**

#	Mandatory Requirement	Met / Not Met	Contractor's Response (Indicate where in the resume corroborating information can be located)
M1	<p>The proposed resource must have a minimum ten years combined experience providing implementation and debugging support to supporting users on Critical¹, High Availability² projects in large IT environments³.</p> <p>¹Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.</p> <p>²High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.</p> <p>³A large IT environment is defined as consisting of 100 or more project personnel and that is a project valued at \$5M or more.</p>		
M2	<p>The proposed resource must have a minimum of six years experience within the last eight years preceding the posting date of this bid solicitation, adhering to change and risk management practices in complex IT environments¹.</p>		

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#	Mandatory Requirement	Met / Not Met	Contractor's Response (Indicate where in the resume corroborating information can be located)
	¹ A complex IT environment is defined as release cycles involving labs dependent on cross-platform system integration, external partner connectivity and continuous infrastructure currency cycles.		
M3	The proposed resource must have a minimum of five years experience within the last eight years preceding the posting date of this bid solicitation, supporting a z/OS-based WebSphere environment involving exploration or certification, development, transition and production support environments, each with its own application servers, databases and connectivity to partner systems.		
M4	The proposed resource must have a minimum of four years combined experience developing for and supporting WebSphere Application Servers running on Unix System Services (USS) in a z/OS environment.		
M5	The proposed resource must have a minimum of four years combined experience using CA-Wily Introscope to profile and support production systems.		

Technology Architect (System Engineering) Mandatory Criteria

#	Mandatory Requirement	Met / Not Met	Contractor's Response (Indicate where in the resume corroborating information can be located)
M1	The proposed resource must have a minimum of ten years combined experience providing implementation and debugging support to users on Critical ¹ , High Availability ² projects in large IT environments ³ . ¹ Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.		

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#	Mandatory Requirement	Met / Not Met	Contractor's Response (Indicate where in the resume corroborating information can be located)
	<p>²High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.</p> <p>³A large IT environment is defined as consisting of 100 or more project personnel and that is a project valued at \$5M or more.</p>		
M2	<p>The proposed resource must have a minimum of six years experience, within the last eight years preceding the posting date of this bid solicitation, adhering to change and risk management practices in complex IT environments¹.</p> <p>¹ A complex IT environment is defined as release cycles involving labs dependent on cross-platform system integration, external partner connectivity and continuous infrastructure currency cycles.</p>		
M3	<p>The proposed resource must have a minimum of five years experience within the last eight years preceding the posting date of this bid solicitation, supporting a z/OS-based WebSphere environment involving exploration or certification, development, transition and production support environments, each with its own application servers, databases and connectivity to partner systems.</p>		
M4	<p>The proposed resource must have a minimum of four years experience engineering and troubleshooting WebSphere Application Servers running on Unix System Services (USS) in a z/OS environment.</p>		
M5	<p>The proposed resource must have a minimum of four years experience engineering and troubleshooting the integration for cross-platform¹ transactional line of business systems flows.</p> <p>¹Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.</p>		

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Technology Architect (Platform Aligner) Mandatory Criteria

#	Mandatory Requirement	Met / Not Met	Contractor's Response (Indicate where in the resume corroborating information can be located)
M1	<p>The proposed resource must have a minimum of ten years combined experience providing implementation and debugging support supporting users on Critical¹, High Availability² projects in large IT environments³.</p> <p>¹Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.</p> <p>²High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.</p> <p>³A large IT environment is defined as consisting of 100 or more project personnel and that is a project valued at \$5M or more.</p>		
M2	<p>The proposed resource must have a minimum of six years experience within the last eight years preceding the posting date of this bid solicitation, adhering to change and risk management practices in complex IT environments¹.</p> <p>¹ A complex IT environment is defined as release cycles involving labs dependent on cross-platform system integration, external partner connectivity and continuous infrastructure currency cycles.</p>		
M3	<p>The proposed resource must have a minimum of five years experience within the last eight years preceding the posting date of this bid solicitation, supporting a z/OS-based WebSphere environment involving exploration or certification, development, transition and production support environments, each with its own application servers, databases and connectivity to partner systems.</p>		

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#	Mandatory Requirement	Met / Not Met	Contractor's Response (Indicate where in the resume corroborating information can be located)
M4	The proposed resource must have a minimum of four years experience creating detailed design models for technology stacks associated with WebSphere Application Servers running on Unix System Services (USS) in a z/OS environment.		
M5	The proposed resource must have a minimum of four years experience preparing implementation strategies for cross-platform ¹ transactional line of business systems flows. ¹ Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.		
M6	The proposed resource must have a minimum of four years experience converting non-functional requirements to functional requirements and then coordinating infrastructure deliverables.		

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2.0 Point Rated Resource Assessment Criteria:

Technology Architect (Systems Developer) Point Rated Criteria

#	Point Rated Criteria	Evaluation Guidelines	Max Score	Contractor's self score	Contractor's Response (explain how points are obtained and reference location in résumé)
R1	The proposed resource has experience over and above the minimum four years required in M4 above: <i>"combined experience developing for and supporting WebSphere Application Servers running on Unix System Services (USS) in a z/OS environment."</i>	4+ to 5 years = 5 points 5+ to 6 years = 10 points 6+ years = 15 points	15		Provide description and indicate where in the resume corroborating information can be located
R2	The proposed resource has a minimum of three years experience developing or maintaining or both Critical ¹ High Availability ² JAVA applications and JAVA services on z/OS mainframe(s). ¹ Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service. ² High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.	3 to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 6 years = 15 points 6+ years = 20 points	20		
R3	The proposed resource has a minimum of four years experience using CA-Wily Introscope for the following:	10 points for each functionality (10 X 3 = 30)	30		

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#	Point Rated Criteria	Evaluation Guidelines	Max Score	Contractor's self score	Contractor's Response (explain how points are obtained and reference location in résumé)
R4	1. Application Profiling; 2. Threshold Monitoring with the Command Line Workstation; and 3. Transaction Tracing. The proposed resource has a minimum of two years combined experience developing and maintaining the following mainframe technologies: 1. JCL scripts; 2. Unix System Services; 3. DB2 SPUFI; and 4. Dump Analysis.	5 points for each mainframe technology (5 X 4 = 20)	20		
R5	The proposed resource has a minimum of two years experience implementing an application release through the following phases: <ul style="list-style-type: none"> • Combined experience in each of: certification, development, transition, and production support environments with distinct databases; and • Environments with separate and dedicated external partner interfaces. 	5 points will be awarded for each bullet up to a maximum of 10 points	10		
Total # of points			95		
Minimum Pass mark			67		

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Technology Architect (Systems Engineering) Point Rated Criteria

#	Point Rated Criteria	Evaluation Guidelines	Max Score	Contractor's self score	Contractor's Response (explain how points are obtained and reference location in résumé)
R1	<p>The proposed resource has experience over and above the minimum four years required in M5: <i>*combined experience engineering and troubleshooting the integrational line of cross-platform¹ transactional line of business systems flows.</i></p> <p>¹Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.</p>	<p>4+ to 5 years = 5 points 5+ to 6 years = 10 points 6+ to 7 years = 15 points 7+ years = 20 points</p>	20		<p>Provide description and indicate where in the resume corroborating information can be located</p>
R2	<p>The proposed resource has a minimum of three years combined experience engineering and troubleshooting Critical¹ High Availability² Java applications and services on z/OS mainframe.</p> <p>¹Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.</p> <p>²High availability refers to 99.5% available to end users, with no more</p>	<p>3 to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 6 years = 15 points 6+ years = 20 points</p>	20		

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#	Point Rated Criteria	Evaluation Guidelines	Max Score	Contractor's self score	Contractor's Response (explain how points are obtained and reference location in résumé)
R3	<p>than a combined 3.6 hours per month of planned and unplanned downtime.</p> <p>The proposed resource has a minimum of four years experience using CA-Wily Introscope for the following:</p> <ol style="list-style-type: none"> 1. Application Profiling; 2. Threshold Monitoring with the Command Line Workstation; and 3. Transaction Tracing 	10 points for each functionality	30		
R4	<p>The proposed resource has a minimum of two years developing and maintaining the following mainframe technologies:</p> <ol style="list-style-type: none"> 1. JCL scripts; 2. Unix System Services; 3. DB2 SPUFI; and 4. Dump Analysis 	5 points for each mainframe technology (5 X 4 = 20)	20		
R5	<p>The proposed resource has a minimum of two years experience implementing an application release through the following phases:</p> <ul style="list-style-type: none"> • Combined experience in each of: certification, development, transition, and production support environments with distinct databases; and • Environments with separate and dedicated external partner interfaces. 	5 points will be awarded for each bullet up to a maximum of 10 points	10		
Total # of points			100		
Minimum Pass mark			70		

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Technology Architect (Platform Aligner) Point Rated Criteria

#	Point Rated Criteria	Evaluation Guidelines	Max Score	Contractor's self score	Contractor's Response (explain how points are obtained and reference location in résumé)
R1	<p>The proposed resource has a minimum of five years combined experience engineering and troubleshooting the integration for cross-platform¹ transactional line of business systems flows.</p> <p>¹Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.</p>	<p>5 to 6 years = 5 points 6+ to 7 years = 10 points 7+ to 8 years = 15 points 8+ years = 20 points</p>	20		Provide description and indicate where in the resume corroborating information can be located
R2	<p>The proposed resource has a minimum of three years combined experience engineering and troubleshooting Critical¹, High Availability² Java applications and services on z/OS mainframe.</p> <p>¹Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.</p> <p>²High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.</p>	<p>3 to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 6 years = 15 points 6+ years = 20 points</p>	20		

#	Point Rated Criteria	Evaluation Guidelines	Max Score	Contractor's self score	Contractor's Response (explain how points are obtained and reference location in résumé)
R3	<p>The proposed resource has experience over and above the minimum four years experience required in M5: <i>“preparing implementation strategies for cross-platform¹ transactional line of business systems flows”</i>.</p> <p>¹Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.</p>	<p>4+ to 5 years = 5 points 5+ to 6 years = 10 points 6+ to 7 years = 15 points 7+ to 8 years = 20 points 8+ years = 25 points</p>	25		
R4	<p>1. The proposed resource has a minimum of two years experience implementing an application release through the following phases:</p> <ul style="list-style-type: none"> • Combined experience in each of: certification, development, transition, and production support environments with distinct databases; and • Environments with separate and dedicated external partner interfaces. 	<p>5 points will be awarded for each bullet up to a maximum of 10 points</p>	10		
Total # of points			75		
Minimum Pass mark			53		

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**APPENDIX D TO ANNEX A
CERTIFICATIONS AT THE TA STAGE**

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

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

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

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

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

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

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

Print name of authorized individual & sign above

Date

4. CERTIFICATION OF LANGUAGE - English

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

Print name of authorized individual & sign above

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ANNEX B BASIS OF PAYMENT

INITIAL CONTRACT PERIOD:

Initial Contract Period (Date of Contract to)		
Resource Category	Level of Expertise	Firm Per Diem Rate
Technology Architect (Systems Developer)	Level 3	\$
Technology Architect (Systems Engineering)	Level 3	\$
Technology Architect (Platform Aligner)	Level 3	\$

OPTION PERIODS:

Option Period 1 (XX-XX-201X to XX-XX-201X)		
Resource Category	Level of Expertise	Firm Per Diem Rate
Technology Architect (Systems Developer)	Level 3	\$
Technology Architect (Systems Engineering)	Level 3	\$
Technology Architect (Platform Aligner)	Level 3	\$

Option Period 2 (XX-XX-201X to XX-XX-201X)		
Resource Category	Level of Expertise	Firm Per Diem Rate
Technology Architect (Systems Developer)	Level 3	\$
Technology Architect (Systems Engineering)	Level 3	\$
Technology Architect (Platform Aligner)	Level 3	\$

Option Period 3 (XX-XX-201X to XX-XX-201X)		
Resource Category	Level of Expertise	Firm Per Diem Rate
Technology Architect (Systems Developer)	Level 3	\$
Technology Architect (Systems Engineering)	Level 3	\$
Technology Architect (Platform Aligner)	Level 3	\$

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Option Period 4 (XX-XX-201X to XX-XX-201X)		
Resource Category	Level of Expertise	Firm Per Diem Rate
Technology Architect (Systems Developer)	Level 3	\$
Technology Architect (Systems Engineering)	Level 3	\$
Technology Architect (Platform Aligner)	Level 3	\$

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ANNEX C
SECURITY REQUIREMENTS CHECK LIST

See Attached Document

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ANNEX D BID EVALUATION CRITERIA

The Bidder must include 5 up to date résumés, in accordance with the following table:

Category, Level	# of Resources to be Proposed	# of Résumé to be Provided
Technology Architect, Level 3 (Systems Developer)	3	3
Technology Architect, Level 3 (Systems Engineering)	1	1
Technology Architect, Level 3 (Platform Aligner)	1	1

MANDATORY REQUIREMENTS – Technology Architect (Systems Developer), Level 3

#	Mandatory Requirement	Met / Not Met	Bidder's Response (Indicate where in the resume corroborating information can be located)
M1	<p>The proposed resource must have a minimum ten years combined experience providing implementation and debugging support to supporting users on Critical¹, High Availability² projects in large IT environments³.</p> <p>¹Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.</p> <p>²High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.</p> <p>³A large IT environment is defined as consisting of 100 or more project personnel and that is a project valued at \$5M or more.</p>		
M2	The proposed resource must have a minimum of six		

#	Mandatory Requirement	Met / Not Met	Bidder's Response (Indicate where in the resume corroborating information can be located)
	<p>years experience within the last eight years preceding the posting date of this bid solicitation, adhering to change and risk management practices in complex IT environments¹.</p> <p>¹A complex IT environment is defined as release cycles involving labs dependent on cross-platform system integration, external partner connectivity and continuous infrastructure currency cycles.</p>		
M3	The proposed resource must have a minimum of five years experience within the last eight years preceding the posting date of this bid solicitation, supporting a z/OS-based WebSphere environment involving exploration or certification, development, transition and production support environments, each with its own application servers, databases and connectivity to partner systems.		
M4	The proposed resource must have a minimum of four years combined experience developing for and supporting WebSphere Application Servers running on Unix System Services (USS) in a z/OS environment.		
M5	The proposed resource must have a minimum of four years combined experience using CA-Wily Introscope to profile and support production systems.		

MANDATORY REQUIREMENTS – Technology Architect (Systems Engineering), Level 3

#	Mandatory Requirement	Met / Not Met	Bidder's Response (Indicate where in the resume corroborating information can be located)
M1	The proposed resource must have a minimum of ten years combined experience providing implementation and debugging support to users on Critical ¹ , High Availability ² projects in large IT environments ³ .		

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#	Mandatory Requirement	Met / Not Met	Bidder's Response (Indicate where in the resume corroborating information can be located)
	<p>¹Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.</p> <p>²High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.</p> <p>³A large IT environment is defined as consisting of 100 or more project personnel and that is a project valued at \$5M or more.</p>		
M2	<p>The proposed resource must have a minimum of six years experience, within the last eight years preceding the posting date of this bid solicitation, adhering to change and risk management practices in complex IT environments¹.</p> <p>¹ A complex IT environment is defined as release cycles involving labs dependent on cross-platform system integration, external partner connectivity and continuous infrastructure currency cycles.</p>		
M3	<p>The proposed resource must have a minimum of five years experience within the last eight years preceding the posting date of this bid solicitation, supporting a z/OS-based WebSphere environment involving exploration or certification, development, transition and production support environments, each with its own application servers, databases and connectivity to partner systems.</p>		
M4	<p>The proposed resource must have a minimum of four years experience engineering and troubleshooting WebSphere Application Servers running on Unix System Services (USS) in a z/OS environment.</p>		
M5	<p>The proposed resource must have a minimum of four years experience engineering and troubleshooting the integration for cross-platform¹ transactional line of business systems flows.</p>		

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#	Mandatory Requirement	Met / Not Met	Bidder's Response (Indicate where in the resume corroborating information can be located)
	¹ Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.		

MANDATORY REQUIREMENTS – Technology Architect (Platform Aligner), Level 3

#	Mandatory Requirement	Met / Not Met	Bidder's Response (Indicate where in the resume corroborating information can be located)
M1	<p>The proposed resource must have a minimum of ten years combined experience providing implementation and debugging support supporting users on Critical¹, High Availability² projects in large IT environments³.</p> <p>¹Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.</p> <p>²High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.</p> <p>³A large IT environment is defined as consisting of 100 or more project personnel and that is a project valued at \$5M or more.</p>		
M2	The proposed resource must have a minimum of six years experience within the last eight years preceding the posting date of this bid solicitation, adhering to change and risk management practices in complex IT environments ¹ .		

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#	Mandatory Requirement	Met / Not Met	Bidder's Response (Indicate where in the resume corroborating information can be located)
	<p>¹ A complex IT environment is defined as release cycles involving labs dependent on cross-platform system integration, external partner connectivity and continuous infrastructure currency cycles.</p>		
M3	<p>The proposed resource must have a minimum of five years experience within the last eight years preceding the posting date of this bid solicitation, supporting a z/OS-based WebSphere environment involving exploration or certification, development, transition and production support environments, each with its own application servers, databases and connectivity to partner systems.</p>		
M4	<p>The proposed resource must have a minimum of four years experience creating detailed design models for technology stacks associated with WebSphere Application Servers running on Unix System Services (USS) in a z/OS environment.</p>		
M5	<p>The proposed resource must have a minimum of four years experience preparing implementation strategies for cross-platform¹ transactional line of business systems flows.</p> <p>¹Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.</p>		
M6	<p>The proposed resource must have a minimum of four years experience converting non-functional requirements to functional requirements and then coordinating infrastructure deliverables.</p>		

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POINT RATED REQUIREMENTS – Technology Architect (Systems Developer), Level 3

#	Point Rated Criteria	Evaluation Guidelines	Max Score	Bidder self score	Bidder's Response (explain how points are obtained and reference location in bid) Provide description and indicate where in the resume corroborating information can be located
R1	The proposed resource has experience over and above the minimum four years required in M4 above: "combined experience developing for and supporting WebSphere Application Servers running on Unix System Services (USS) in a z/OS environment."	4+ to 5 years = 5 points 5+ to 6 years = 10 points 6+ years = 15 points	15		
R2	The proposed resource has a minimum of three years experience developing or maintaining or both Critical ¹ High Availability ² JAVA applications and JAVA services on z/OS mainframe(s). ¹ Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service. ² High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.	3 to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 6 years = 15 points 6+ years = 20 points	20		
R3	The proposed resource has a minimum of four years experience using CA-Wily Introscope for the following: 1. Application Profiling; 2. Threshold Monitoring with the Command Line Workstation; and 3. Transaction Tracing.	10 points for each functionality (10 X 3 = 30)	30		

#	Point Rated Criteria	Evaluation Guidelines	Max Score	Bidder self score	Bidder's Response (explain how points are obtained and reference location in bid)
R4	The proposed resource has a minimum of two years combined experience developing and maintaining the following mainframe technologies: 1. JCL scripts; 2. Unix System Services; 3. DB2 SPUFI; and 4. Dump Analysis.	5 points for each mainframe technology (5 X 4 = 20)	20		
R5	The proposed resource has a minimum of two years experience implementing an application release through the following phases: <ul style="list-style-type: none"> • Combined experience in each of: certification, development, transition, and production support environments with distinct databases; and • Environments with separate and dedicated external partner interfaces. 	5 points will be awarded for each bullet up to a maximum of 10 points	10		
	Maximum Technical points		95		
	Minimum Pass mark		67		

POINT RATED REQUIREMENTS – Technology Architect (Systems Engineering), Level 3

#	Point Rated Criteria	Evaluation Guidelines	Max Score	Bidder self score	Bidder's Response (explain how points are obtained and reference location in bid)
R1	The proposed resource has experience over and above the minimum four years required in M5:	4+ to 5 years = 5 points 5+ to 6 years = 10 points 6+ to 7 years = 15 points	20		Provide description and indicate where in the resume corroborating information can be located

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#	Point Rated Criteria	Evaluation Guidelines	Max Score	Bidder self score	Bidder's Response (explain how points are obtained and reference location in bid)
	<p>"combined experience engineering and troubleshooting the integration for cross-platform¹ transactional line of business systems flows."</p> <p>¹Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.</p>	7+ years = 20 points			
R2	<p>The proposed resource has a minimum of three years combined experience engineering and troubleshooting Critical¹ High Availability² Java applications and services on z/OS mainframe.</p> <p>¹Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.</p> <p>²High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.</p>	<p>3 to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 6 years = 15 points 6+ years = 20 points</p>	20		
R3	<p>The proposed resource has a minimum of four years experience using CA-Wily Introscope for the following:</p> <ol style="list-style-type: none"> 1. Application Profiling; 2. Threshold Monitoring with the Command Line Workstation; and 3. Transaction Tracing 	10 points for each functionality (10 X 3 = 30)	30		
R4	<p>The proposed resource has a minimum of two years developing and</p>	5 points for each mainframe technology	20		

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#	Point Rated Criteria	Evaluation Guidelines	Max Score	Bidder self score	Bidder's Response (explain how points are obtained and reference location in bid)
	maintaining the following mainframe technologies: 1. JCL scripts; 2. Unix System Services; 3. DB2 SPUFI; and 4. Dump Analysis	(5 X 4 = 20)			
R5	<p>1. The proposed resource has a minimum of two years experience implementing an application release through the following phases:</p> <ul style="list-style-type: none"> • Combined experience in each of: certification, development, transition, and production support environments with distinct databases; and • Environments with separate and dedicated external partner interfaces. 	5 points will be awarded for each bullet up to a maximum of 10 points	10		
	Maximum Technical points		100		
	Minimum Pass mark		70		

POINT RATED REQUIREMENTS – Technology Architect (Platform Aligner), Level 3

#	Point Rated Criteria	Evaluation Guidelines	Max Score	Bidder self score	Bidder's Response (explain how points are obtained and reference location in bid)
					Provide description and indicate where in the resume corroborating information can be located
R1	The proposed resource has a minimum of five years combined experience engineering and troubleshooting the integration for cross-platform ¹ transactional line of business systems flows.	<p>5 to 6 years = 5 points 6+ to 7 years = 10 points 7+ to 8 years = 15 points 8+ years = 20 points</p>	20		

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1000321237

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634eI47064-151237

CCC No./N° CCC - FMS No./N° VME

#	Point Rated Criteria	Evaluation Guidelines	Max Score	Bidder self score	Bidder's Response (explain how points are obtained and reference location in bid)
R2	<p>¹Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.</p> <p>The proposed resource has a minimum of three years combined experience engineering and troubleshooting Critical¹, High Availability² Java applications and services on z/OS mainframe.</p> <p>¹Critical is defined as functionality delivering on the organization's core competency i.e. the end users cannot perform their mandate without the service.</p> <p>²High availability refers to 99.5% available to end users, with no more than a combined 3.6 hours per month of planned and unplanned downtime.</p>	<p>3 to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 6 years = 15 points 6+ years = 20 points</p>	20		
R3	<p>The proposed resource has experience over and above the minimum four years experience required in M5: <i>"preparing implementation strategies for cross-platform¹ transactional line of business systems flows"</i>.</p> <p>¹Cross-platform refers to integration required between portions of a line-of-business flow executing on different operating systems e.g. some CBSA flows span Windows, RedHat, Solaris and z/OS.</p>	<p>4+ to 5 years = 5 points 5+ to 6 years = 10 points 6+ to 7 years = 15 points 7+ to 8 years = 20 points 8+ years = 25 points</p>	25		

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634el

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#	Point Rated Criteria	Evaluation Guidelines	Max Score	Bidder self score	Bidder's Response (explain how points are obtained and reference location in bid)
R4	The proposed resource has a minimum of two years experience implementing an application release through the following phases: <ul style="list-style-type: none">• Combined experience in each of: certification, development, transition, and production support environments with distinct databases; and• Environments with separate and dedicated external partner interfaces.	5 points will be awarded for each items up to a maximum of 10 points	10		
	Maximum Technical points		75		
	Minimum Pass mark		53		

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ANNEX E PRICING SCHEDULE

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

INITIAL CONTRACT PERIOD:

Initial Contract Period (one year)				
	(B)	(C*)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (Cx D)
Technology Architect (Systems Developer)	Level 3	720	\$	\$
Technology Architect (Systems Engineering)	Level 3	240	\$	\$
Technology Architect (Platform Aligner)	Level 3	240	\$	\$
Total Price Contract Period :				\$ <TBD>

OPTION PERIODS:

Option Period 1 (one year)				
	(B)	(C*)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (Cx D)
Technology Architect (Systems Developer)	Level 3	720	\$	\$
Technology Architect (Systems Engineering)	Level 3	240	\$	\$
Technology Architect (Platform Aligner)	Level 3	240	\$	\$
Total Price Option 1:				\$ <TBD>

Option Period 2 (one year)				
	(B)	(C*)	(D*)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (Cx D)
Technology Architect (Systems Developer)	Level 3	720	\$	\$
Technology Architect (Systems Engineering)	Level 3	240	\$	\$
Technology Architect (Platform Aligner)	Level 3	240	\$	\$

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Total Price Option 2:	\$ <TBD>
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Option Period 3 (one year)				
	(B)	(C*)	(D*)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (CxD)
Technology Architect (Systems Developer)	Level 3	720	\$	\$
Technology Architect (Systems Engineering)	Level 3	240	\$	\$
Technology Architect (Platform Aligner)	Level 3	240	\$	\$
Total Price Option 3				\$ <TBD>

Option Period 4 (one year)				
	(B)	(C*)	(D*)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate whichever is higher	Total Cost (CxD)
Technology Architect (Systems Developer)	Level 3	720	\$	\$
Technology Architect (Systems Engineering)	Level 3	240	\$	\$
Technology Architect (Platform Aligner)	Level 3	240	\$	\$
Total Price Option 4				\$ <TBD>

Total Bid Price	
(Total Contract Period + Option Period 1 + Option Period 2 + Option Period 3 + Option Period 4)	\$TBD

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ANNEX F BIDDER FORM

BID SUBMISSION FORM	
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant 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 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"

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<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of ESDC form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p> <table border="1"> <tr> <td data-bbox="812 268 1318 373">(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;</td> <td data-bbox="1318 268 1432 373"></td> </tr> <tr> <td data-bbox="812 373 1318 447">(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</td> <td data-bbox="1318 373 1432 447"></td> </tr> <tr> <td data-bbox="812 447 1318 646">(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 ESDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</td> <td data-bbox="1318 447 1432 646"></td> </tr> <tr> <td data-bbox="812 646 1318 751">(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by ESDC).</td> <td data-bbox="1318 646 1432 751"></td> </tr> </table>	(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 ESDC (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 ESDC).	
(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 ESDC (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 ESDC).									
<p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i></p>									
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 									
<p>Signature of Authorized Representative of Bidder</p>									

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ANNEX G FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

RECEIVED

AUG 13 2014



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

1000321237

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

Form with multiple sections: 1. Originating Government Department or Organization (CBSA), 2. Branch or Directorate (ISTB), 3. Subcontract Number, 4. Brief Description of Work (Monitoring of Applications and Infrastructure), 5-6. Access requirements for Controlled Goods, military technical data, and restricted areas, 7. Information access levels (Canada, NATO, Foreign), 7. b. Release restrictions, 7. c. Level of information (PROTECTED A, B, C, CONFIDENTIAL, SECRET, TOP SECRET).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

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

Security Classification / Classification de sécurité
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Government of Canada / Gouvernement du Canada

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Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
John Valle	Project Manager		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
952-7751		john.valle@cbsa-asfc.gc.ca	August 12, 2014
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
AHMED SALAH	SECURITY SPECIALIST		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-941-7704		ahmed.salah@cbsa-asfc.gc.ca	2014-08-12
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Oui <input type="checkbox"/> Yes / Non
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Anna Kulycka Contract Security Officer, Contract Security Division Anna.Kulycka@tpsgc-pwpsc.gc.ca			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
Tel/Tél - 613-954-1171			Sep 9, 2014