

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 for the Physical Resources | |
| Solicitation No. - N° de l'invitation 08324-130123/A | Date 2015-02-25 |
| Client Reference No. - N° de référence du client 14-73881 | |
| GETS Reference No. - N° de référence de SEAG PW-SEL-606-28536 | |
| File No. - N° de dossier 606el.08324-130123 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-18 | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Mansour, Silvana | Buyer Id - Id de l'acheteur 606el |
| Telephone No. - N° de téléphone (819) 956-3519 () | FAX No. - N° de FAX (819) 956-5925 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE LB PEARSON BLDG TWR D2 125 SUSSEX DR. OTTAWA Ontario K1A0G2 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Informatics Professional Services - 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 IN INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

One Application Architect – level 3
One Programmer /Analyst – level 3
One Programmer /Analyst – level 2
One Database Analyst – level 2
One Web developer – level 2
One Quality Assurance specialist - level 2, and
One Project Manager – level 3

FOR
Department of Foreign Affairs, Trade and Development (DFATD)

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14-73881

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| | |
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BID SOLICITATION

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

One Application Architect – level 3
One Programmer /Analyst – level 3
One Programmer /Analyst – level 2
One Database Analyst – level 2
One Web developer – level 2
One Quality Assurance specialist - level 2, and
One Project Manager – level 3

FOR

Department of Foreign Affairs, Trade and Development (DFATD)

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to this bid solicitation # 08324-130123. It is divided into seven parts plus annexes and attachments as follows:

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

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

1.2 Summary

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- (a) This bid solicitation is being issued to satisfy the requirement of Department of Foreign Affairs, Trade and Development (DFTAD) (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 three 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. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- (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 "B":

| RESOURCE CATEGORY | LEVEL OF EXPERTISE | ESTIMATED NUMBER OF RESOURCES REQUIRED |
|------------------------------|--------------------|--|
| Application Architect | Level 3 | 1 |
| Programmer Analyst | Level 3 | 1 |
| Programmer Analyst | Level 2 | 1 |
| Database Analyst | Level 2 | 1 |
| Web Developer | Level 2 | 1 |
| Quality Assurance Specialist | Level 2 | 1 |
| Project Manager | Level 3 | 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.

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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.

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

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

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

2.2 Submission of Bids

- (a) **Location and Time for Delivery of Bid:** Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time indicated at the top right hand corner of page one of the bid solicitation and at the PWGSC address shown below.

Bids must be delivered to the following location:

Department of Public Works and Government Services Canada
Bid Receiving Unit
Portage III, 0B2, 11 Laurier Street
Gatineau, Quebec K1A 0S5

Bid Receiving Unit Address is Solely for Delivery of Bids: The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted. Bids must not be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

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.

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 (four hard copies) and one soft copy on USB key.
- (ii) Section II: Financial Bid (two hard copies).
- (iii) Section III: Certifications not included in the Technical Bid (one hard copy)

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

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

(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 are encouraged to:

- (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*;
- (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:**

Where the Bidder is a joint venture and has existing experience as that joint venture (where the members of the joint venture are identical to those forming the Bidder), it may submit experience that it has obtained as that joint venture.

Where a joint venture bidder wants to rely on the experience of its members, 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 1: A bidder is a joint venture consisting of members L and M. If a bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and M), the bidder has previously done this work. This bidder can use this experience to meet the requirement (even if neither L nor M has met this experience requirement on its own). If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture bidding.

Example 2: A bidder is a joint venture consisting of members X, Y and Z. If a bid 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.

Example 3: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting any one of:

- contracts all signed by A, or
- contracts all signed by B, or
- contracts all signed by A and B in joint venture

that show in total 100 billable days. However, for this single requirement, the bidder cannot submit contracts signed by A, B and C in joint venture, or pool together contracts signed by A alone and B alone, to satisfy the requirement of 100 billable days. Such a response would be declared non-responsive.

| | | |
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3.2 Section I: Technical Bid

The technical bid consists of the following:

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

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

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

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment "4.1", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment "4.1", 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 Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Annex A. Work will be considered

to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.

- (v) **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment "4.1". The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (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 solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
 - (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal 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.
- (vi) **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, when requested by Canada the facts identified in the Bidder's bid, as required by Attachments "4.1". For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

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3.3 Section II: Financial Bid

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

3.4 Section III: Certifications

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

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 two 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 evaluation criteria are described in Attachment "4.1". Bid Evaluation Criteria.
- (b) **Point- Rated Technical Criteria:**
- Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment "4.1" - Bid Evaluation Criteria.
- (c) **Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders within 48-hour period using the email address provided in the bid. Canada will not award any points 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 5 working days will not be extended to provide additional time for the new contact to respond.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (c) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (d) Financial Evaluation - Method B below).
- (c) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
 - (i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category the median band limits based on the firm per diem rates provided by the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 20% of the median, and an upper median rate to a value of plus (+) 30% of the median. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.
 - (ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

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- (A) A Bidder's proposed firm per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Resource Category will be allocated 0 points.
- (B) A Bidder's proposed firm per diem rate falling within the upper and lower median band limits, for that period and Resource Category, will be allocated points using the following calculation, which will be rounded to two decimal places:

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

- (C) A Bidder's proposed firm per diem rate falling within the established median band limits which is the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 1 below.

| TABLE 1 - MAXIMUM POINTS ASSIGNED | | | | | |
|-----------------------------------|-------------------------|-----------------|-----------------|-----------------|--------------|
| RESOURCE CATEGORIES | INITIAL CONTRACT PERIOD | OPTION PERIOD 1 | OPTION PERIOD 2 | OPTION PERIOD 3 | TOTAL POINTS |
| Project Manager - Level 3 | 120 | 120 | 120 | 120 | 480 |
| Programmer Analyst - Level 3 | 220 | 220 | 220 | 220 | 880 |
| Database Analyst - Level 2 | 200 | 200 | 200 | 200 | 800 |
| TOTAL | 540 | 540 | 540 | 540 | 2,160 |

- (iii) **STEP 3 - FINANCIAL SCORE:** Points allocated under STEP 2 for each period and Resource Category will be added together and rounded to two decimal places to produce the Financial Score. Bidders will find below an example of a financial evaluation using Method A.

- (iv) **EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A**

| TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A: | | | | | | | |
|---|------------------------|----------|----------|----------|----------|----------|----------|
| Resource Category | Max. Points | Bidder 1 | | Bidder 2 | | Bidder 3 | |
| | | Year 1 | Year 2 | Year 1 | Year 2 | Year 1 | Year 2 |
| Programmer | 150 (75 pts. per year) | \$400.00 | \$400.00 | \$420.00 | \$450.00 | \$450.00 | \$450.00 |
| Business Analyst | 100 (50 pts. per year) | \$600.00 | \$600.00 | \$600.00 | \$620.00 | \$650.00 | \$820.00 |
| Project Manager | 50 (25 pts. per year) | \$555.00 | \$900.00 | \$750.00 | \$800.00 | \$700.00 | \$800.00 |
| TOTAL | 300 | | | | | | |
| STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH YEAR AND EACH RESOURCE CATEGORY | | | | | | | |
| (Median 1) For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00. | | | | | | | |

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

STEP 2 - POINTS ALLOCATION:

Bidder 1:

- Programmer Year 1 = 75 points (lowest rate within the lower and upper median band limits)
- Programmer Year 2 = 75 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)
- Project Manager Year 1 = 0 points (outside the lower and higher median band limits)
- Project Manager Year 2 = 22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)

Bidder 2:

- Programmer Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)
- Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
- Business Analyst Year 1 = 50 points (lowest price within the lower and upper median band limits)
- Business Analyst Year 2 = 48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
- Project Manager Year 1 = 23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
- Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)

Bidder 3:

- Programmer Year 1 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
- Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
- Business Analyst Year 1 = 46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts)
- Business Analyst Year 2 = 0 points (outside the lower and higher median band limits)
- Project Manager Year 1 = 25 points (lowest price within the lower and upper median band limits)
- Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)

STEP 3 - FINANCIAL SCORE:

Bidder 1

75 + 75 + 50 + 50 + 0 + 22.22 = Total Financial Score of 272.22 points out of a possible 300 points

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Bidder 2

71.43 + 67.67 + 50 + 48.39 + 23.33 + 25 = Total Financial Score of 284.82 points out of a possible 300 points

Bidder 3

66.67 + 66.67 + 46.15 + 0 + 25 + 25 = Total Financial Score of 229.49 points out of a possible 300 points

- (d) **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:

- (i) **STEP 1 - AVERAGE COMPARISON:** This step one will not occur since only one contract may be awarded. If up to two contracts may be awarded as a result of this bid solicitation, the following Step 1 will be part of the evaluation where there exist only two bids that are determined to be otherwise responsive. If there is only one bid, this step will not occur.

For each bid, the rates provided per Resource Category will be added together, and that total will be divided by the total number of Resource Categories, resulting in a Total Average Rate for each period. Once all the Total Average Rates are determined, Canada will determine the percentage difference between the two bids Total Average Rates (the Delta Percentage) for each given period using the following formula: Subtract the lower Total Average Rate from the higher Total Average Rate, then divide the result by the lower Total Average Rate. (see example below). In the event that a Delta Percentage is greater than 30% for any given period, the bid that contained the higher Total Average Rate that generated that Delta Percentage will be considered non-responsive.

TABLE 3 - EXAMPLE OF THE AVERAGE COMPARISON IN METHOD B:**STEP 1**

| Resource Category | Bidder 1 | | Bidder 2 | |
|---|-------------------|-------------------|-------------------|-------------------|
| | Year 1 | Year 2 | Year 1 | Year 2 |
| Programmer | \$800.00 | \$800.00 | \$850.00 | \$900.00 |
| Business Analyst | \$1,000.00 | \$1,000.00 | \$1,400.00 | \$1,650.00 |
| Project Manager | \$1,200.00 | \$1,200.00 | \$1,300.00 | \$1,650.00 |
| Total | \$3,000.00 | \$3,000.00 | \$3,550.00 | \$4,200.00 |
| Total Average Rate (Total divided by 3 Resource Categories) | \$1,000.00 | \$1,000.00 | \$1,183.33 | \$1,400.00 |
| lower | \$1,000.00 | \$1,000.00 | | |
| higher | | | \$1,183.33 | \$1,400.00 |
| higher minus lower divided by lower equals a Delta Percentage | | | 18.3% | 40% |

In the above example, Bidder 2 would be considered non-responsive because its bid contained a higher Total Average Rate that generated a Delta Percentage greater than 30%.

- (ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

- (A) Points will be established based on the following calculation, with points rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Maximum Points Assigned at Table 4 below}$$

| | | |
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The Bidder with the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 4 below.

| TABLE 4 - MAXIMUM POINTS ASSIGNED | | | | | |
|-----------------------------------|-------------------------|-----------------|-----------------|-----------------|--------------|
| RESOURCE CATEGORIES | INITIAL CONTRACT PERIOD | OPTION PERIOD 1 | OPTION PERIOD 2 | OPTION PERIOD 3 | TOTAL POINTS |
| Project Manager - Level 3 | 120 | 120 | 120 | 120 | 480 |
| Programmer Analyst - Level 3 | 220 | 220 | 220 | 220 | 880 |
| Database Analyst - Level 2 | 200 | 200 | 200 | 200 | 800 |
| TOTAL | 540 | 540 | 540 | 540 | 2,160 |

- (iii) **STEP 3 - FINANCIAL SCORE:** Points allocated under STEP 2, for each period and each Resource Category, will be added together and rounded to two decimal places to produce the Financial Score.

(e) **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates 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 that would be provided in the National Capital Region 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 category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of 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 rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.4 Basis of Selection

Selection Process: The following selection process will be conducted:

- (i) 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 solicitation to be declared responsive.
- (ii) The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.
- (A) Calculation of Total Technical Score: the Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:
- $$\frac{\text{Technical Score}}{\text{Maximum Technical Points (Bidders, please refer to the maximum technical points at Attachment 4.1)}} \times 60 = \text{Total Technical Score}$$
- (B) Calculation of Total Financial Score: the Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:
- $$\frac{\text{Financial Score}}{\text{Maximum Financial Points}} \times 40 = \text{Total Financial Score}$$
- (C) Calculation of the Total Bidder Score: the Total Bidder Score will be computed for each responsive bid in accordance with the following formula:
- $$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$
- (iii) In the event of identical Total Bidder Scores, then the bid with the highest Total Technical Score will become the top-ranked bidder.
- (iv) 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.

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PART 5 - CERTIFICATIONS

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

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

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

5.1 Mandatory Certifications Required Precedent to Contract Award

(a) Integrity Provisions - Bid - Related documentation

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

(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_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

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

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, 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.

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5.2 Former Public Servant

(a) Information Required

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

(b) Definitions

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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

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

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

(c) Former Public Servant in Receipt of a Pension

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

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

name of former public servant;

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

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

(d) Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

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

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

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

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

5.4 Certification of Language -

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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.

At least one resource must be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

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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; and
 - (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.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

6.2 Financial Capability

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

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 the Department of Foreign Affairs, Trade and Development (DFATD).
- (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 Annex E.
- (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 categories of resources 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);
- (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 three 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 \$200,000.00 (including Applicable Taxes), the TA must be signed by:
 - (A) the Technical Authority; and
 - (B) a representative from Contract Management and Administrative Services Directorate of the Department of Foreign Affairs, Trade and Development; 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) a representative from Contract Management and Administrative Services Directorate of the Department of Foreign Affairs, Trade and Development; and
 - (C) 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

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

(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.

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- (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;
 - (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 business days of Contract award.

7.4 Standard Clauses and Conditions

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

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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 "A" to Part B to the Supply Arrangement, applies to the Contract.

PWGSC FILE COMMON - PS - SRCL #19

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS, CONFIDENTIAL or SECRET** as required, granted or approved by CISD/PWGSC.
- (c) The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (e) The Contractor must comply with the provisions of the:
 - (i) Security Requirements Check List and security guide (if applicable), attached at Annex C, and the
 - (ii) *Industrial Security Manual* (Latest Edition).

7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one year later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three 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**

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The Contracting Authority for the Contract is:

Name: Silvana Mansour
 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) 956-3519
 Facsimile: (819) 956-5925
 E-mail address: silvana.b.mansour@tpsgc-pwgsc.gc.ca

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

(b) **Technical Authority**

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**

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

7.8 Payment

(a) **Basis of Payment**

(i) **Professional Services provided under a Task Authorization with a Maximum Price:**
 For professional services requested by Canada, in accordance with 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: \$ _____

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- (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 Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (i) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
- (A) it is 75 percent committed, or
- (B) 4 months before the Contract expiry date, or
- (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- (ii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- (c) **Method of Payment - Monthly Payment**

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

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- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada; and
- (c) the Work performed has been accepted by Canada.
- (d) **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.
- (e) **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.
- (f) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
 - (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
 - (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises

7.9 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, 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

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

7.11 Federal Contractors Program for Employment Equity - Default by Contractor

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

7.12 Applicable Laws

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

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 or Modification Services;
- (c) General Conditions 2035 (2014/09/25);
- (d) Annex A, Statement of Work - Annex A including its Appendices as follows:
 - (i) Appendix A to Annex A - Tasking Assessment Procedure;
 - (ii) Appendix B to Annex A - Task Authorization (TA) Form;
 - (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Table;
 - (iv) Appendix D to Annex A - Certifications at the TA stage;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations including any required Certifications;
- (h) Supply Arrangement Number EN578-055605/xxx/EI (the "Supply Arrangement"); and
- (i) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*).

7.14 Foreign Nationals (Canadian Contractor)

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

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

7.15 Foreign Nationals (Foreign Contractor)

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

7.16 Insurance Requirements

(A) Compliance with Insurance Requirements

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.

7.17 Limitation of Liability - Information Management/Information Technology

(a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor

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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

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liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

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

7.18 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is [REDACTED] and that it is comprised of the following members:
[REDACTED]
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - (i) [REDACTED] 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.

7.19 Professional Services - General

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- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, 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 the Crown) 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

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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.

7.20 Safeguarding Electronic Media

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

7.21 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, 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.

7.22 Identification Protocol Responsibilities

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

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

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

ANNEX A

STATEMENT OF WORK

IT Design and Development of an Integrated Real Property Information Solution

BACKGROUND

The Physical Resources Bureau (ARD) of the Department of Foreign Affairs, Trade and Development (DFATD) is responsible for the management of Real Properties and Materiel assets of the department.

Within the Bureau, IT Services Management & Delivery Services (AROI) operates and maintains its own domain – the Secure Integrated Global Network (SIGNET), within the Department of Foreign Affairs, Trade and Development (DFATD) enterprise environment. In addition, it develops and operates a variety of custom applications software to enable DFATD Real Property management operations.

DFATD has revised its Real Property Management Framework to respond to revised Treasury Board authorizations and to address issues raised in the Auditor General reports. To fulfill the IT requirements of this new management framework, DFATD must develop an integrated Real Property Information Solution.

The newly developed and implemented integrated application architecture will;

- consolidate multiple existing copies of data into secure storage of single copy of record (within an SQL Server database) which can be re-used by multiple applications, without resorting to duplicate data entry,
- automate transfer of data from DFATD financial and human resources systems to the AROI data warehouse,
- provide more efficient and secure storage and distribution of shared project data,
- reduce the number of applications supporting Real Property management within ARD
- reduce the number of technologies supporting Real Property management systems within ARD
- migrate selected business functionality to web-based services and,
- provide new functionality required by ARD's new Real Property Management Framework.

The current DFATD IT application portfolio consists of more than 20 applications, developed over the years, by the various units, to meet their business needs. Those aging applications were often developed in isolation and require labour-intensive, error-prone manual data entry and re-entry. Interfaces with the departmental financial system (SAP) and human resource system (PeopleSoft) are primarily manual. They do not reflect current DFATD information management best practices regarding data re-use and data sharing.

In addition, the legacy applications consist of a wide variety of technologies, which complicates ongoing operations. The new application architecture will consolidate these applications around a smaller suite of technologies, reducing operational and maintenance complexity. For example, different legacy applications currently use 4 different CSLA versions (1 through 4). The new application architecture will consolidate the technology supporting these applications, using a single version of CSLA,

The legacy applications are at different stages of the software life cycle and utilize a wide variety of technologies. Examples of technology in use include Excel, MS Access, SQL Server, ASP, Oracle, SQL

Server 2005 and Windows 7 operating system, various web-based technologies such as VB.Net, CSLA.NET, CSS, JavaScript, and commercial off the shelf software such as Adobe document management tools (e.g. Adobe Output Designer and Adobe Central Pro) and AutoCAD. The new integrated architecture will replace aging technologies (e.g. move SQL Server 2005 databases to SQL Server 2010 databases) and consolidate business functions in fewer applications (e.g. absorb business functions from multiple Excel spreadsheets within a single SQL Server based application).

DFATD is aiming to integrate its Real Property Management Systems portfolio by consolidating data, business functions and technologies. The current vision for this solution project aligns with ARAI/AROI development standards and includes a common SQL Server database backend, integrating Real Property data and using a Component Scalable Logical Architecture (CSLA) Data Portal to serve data to mobile, stand-alone and secure global network-connected channels / presentation layers.

SCOPE OF WORK

The Contractor will provide Application Architecture, Application Development & Testing, Data Migration and Operational Application services, as follows:

1. Develop a new centralized, application architecture, integrating data and functionality of existing in-scope applications, with emerging requirements of the new Real Property Management Framework as defined by the ARD Bureau Transformation Plan.
2. Develop and test new applications to deliver the functionality of existing in-scope applications, integrated with (or replaced by), the new functionality required by the new Real Property Management Framework, as defined by the ARD Bureau Transformation Plan.
3. Modify existing applications as required to provide new functionality required by the new Real Property Management framework and meet the integration requirements of the new application architecture (e.g. interfaces).

The Contractor must take into consideration the throughput and bandwidth limitations around the globe, and design and plan the development and migration of these applications accordingly. These applications must be able to function with minimal latency.

4. Migrate historical data from existing applications to the new Real Property Information Solution. This is particularly important in a Real Property environment, with essential business information on assets with a life cycle measured in centuries.
5. Assist in the global rollout and operational activities of the Real Property Information Solution and its application components. This includes non-developmental activities such as production scheduling, application installation packaging, application network certification, IT operations procedure development, third level support for roll-out, mentoring, development of communications strategy, change management, documentation and training development.

The specific requirement is for the provision of services, on an "as and when requested" basis, for :
 (1) Application Architect – level 3, (1) Programmer /Analyst – level 3, (1) Programmer /Analyst – level 2,
 (1) Database Analyst – level 2, (1) Web developer – level 2, (1) Quality Assurance specialist - level 2,
 and (1) Project Manager – level 3.

TASKS

Application/Software Architect, Level 3

The Applications/Software Architect tasks include, but are not limited to, the following:

1. Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
2. Analyze and evaluate alternative technology solutions to meet business problems.
3. Ensure the integration of all aspects of technology solutions.
4. Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
5. Analyze functional requirements to identify information, procedures and decision flows.
6. Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary.
7. Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems.
8. Define input and output sources, including detailed plan for technical design phase, and obtain approval of the system proposal.
9. Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.
10. Plan, direct and control the activities of a system development team.

Quality Assurance Specialist, Level 2

The Quality Assurance Specialist tasks include, but are not limited to, the following:

1. Develop, review and assess appropriateness and effectiveness of quality assurance procedures, metrics, forms and tools;
2. Provide expertise in the application of quality planning assurance techniques and procedures to all stages of the Informatics systems and software development life cycle;
3. Develop and update quality assurance and quality control documents such as software development standards, technical procedures and processes, objectives definition, monitoring tools;
4. Perform regression tests;
5. Develop technical writing standards and procedures;
6. Develop and evaluate performance measurement for the acceptance of systems and software.
7. Review and assess information systems and software production quality management against acknowledged internal and external criteria; and
8. Identify areas where quality management is not to standards; report these findings and their potential impact and recommend corrective actions.

Programmer/Analyst, Level 3

The Programmer/Analyst tasks include, but are not limited to, the following:

1. Investigate how software solutions might be used to provide solutions to business, technical or organizational problems and define the requirements of such solutions;
2. Create and modify code and software.
3. Create and modify screens and reports.
4. Gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications.
5. Design methods and procedures for small computer systems, and sub-system of larger systems.
6. Design, develop, test and assist in the implementation of software meeting the defined requirements;
7. Manage the production of forms, programs, data files, and procedures for systems and/or applications.

Programmer/Analyst, Level 2

The Programmer/Analyst level 2 tasks include, but are not limited to, the following:

1. Implement software solutions based on recommendations from the team members;
2. Validate, through various tests, that software meets the approved specifications and ensure that they are designed and assembled within operational and technical constraints;
3. Test performance measurement and acceptance of software against targets;
4. Assist in the integration of software within a system.
5. Create and modify code and software.
6. Create and modify screens and reports.
7. Gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications.
8. Develop, test and implement small computer systems, and sub-systems of larger systems.
9. Produce forms, manuals, programs, data files, and procedures for systems and applications.

Database Analyst, Level 2

The Database Analyst tasks include, but are not limited to, the following:

1. Design, develop and maintain Logical Data Models
2. Analyze proposed changes to databases from the context of the Logical Data Model.
3. Provide technical assistance, guidance and direction in terms of data analysis and modeling to team members
4. Participate in data analysis as a result of new/updated requirements
5. Comply with corporate data architectures, strategies and frameworks, including enterprise data warehouse activities
6. Analyze and evaluate alternative data architecture solutions to meet business requirements, to be incorporated into the corporate data architecture
7. Design and develop data migration strategies, plans and processes

8. Construct, monitor and report on work plans and schedules.

WEB Developer, Level 2

The WEB developer's tasks include, but are not limited to, the following:

1. Develop and prepare diagrammatic plans for web based service delivery over the internet and intranet.
2. Analyze the problems outlined by systems analysts and designers in terms of factors such as style and extent of information to be transferred across the internet.
3. Select and use the best available web development tools for linking the web-based client to the departmental "back end" information delivery programs and databases.
4. Design high-usability web pages to meet the requirements.
5. Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel.
6. Correct program errors by revising instructions or altering the sequence of operations.
7. Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications.

Project Manager, Level 3

The Project Manager's tasks include, but are not limited to, the following:

1. Manage the project during the development, implementation and operations startup by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed timeframe, cost and performance parameters.
2. Formulate statements of problems; establish procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtain approval thereof.
3. Define and document the objectives for the project; determine budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team.
4. Report progress of the project on an ongoing basis and at scheduled points in the life cycle.
5. Meet with stakeholders and other project managers and state problems in a form capable of being solved.
6. Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools.
7. Project hand-over and sign-off

DELIVERABLES

The Contractor will:

1. Provide a documented application architecture, integrating data and functionality of existing in-scope application with emerging requirements of the new Real Property Management Framework.

-
2. Develop new applications to deliver the functionality of existing in-scope applications, integrated with (or replaced by), the new functionality required by the new Real Property Management Framework.
 3. Modify existing applications to provide new functionality required by the new Real Property Management framework and meet the integration requirements of the new application architecture (e.g. interfaces).
 4. Migrate historical data from existing applications to the new Real Property Information Solution.
 5. Provide assistance to the global rollout and operational activities of the Real Property Information Solution and its application components. This includes non-development activities such as production scheduling, application installation packaging, application network certification, IT operations procedure development, third level support for roll-out, mentoring, development of communications strategy, change management, documentation and training development.

Additional detailed deliverables will be identified in the individual Task Authorizations as the Bureau Transformation Plan is released.

The Contractor will provide, at no additional cost to Canada, the deliverables, documents, reports and progress reports required by the Technical Authority as stated in the Task Authorization, and will attend weekly review meetings as and when requested by the Technical Authority, or as specified in each Task Authorization.

The Contractor will provide monthly progress reports to the Technical Authority or more frequently as requested by the Technical Authority. Progress reports must be made in writing using Microsoft WORD document and/or Microsoft EXCEL spreadsheet at the discretion of the Technical Authority. The progress reports must, at a minimum, include the following:

1. the status of the work scheduled for completion during the reporting period;
2. details of problems encountered, proposed solutions, and changes to the work plan;
3. a summary of work expected to be completed during the next period, and;
4. action required to be taken over the next period.

LOCATION OF WORK

The work must be performed in the National Capital Region (NCR), and on the premises of the Department of Foreign Affairs, Trade and Development using DFATD supplied hardware and software.

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ANNEX B**BASIS OF PAYMENT****INITIAL CONTRACT PERIOD:**

| Initial Contract Period (Date of Contract to one year later) | | |
|---|---------------------------|---------------------------|
| Resource Category | Level of Expertise | Firm Per Diem Rate |
| Application Architect | Level #3 | \$ |
| Programmer / Analyst | Level #3 | \$ |
| Programmer / Analyst | Level #2 | \$ |
| Database Analyst | Level #2 | \$ |
| Web Developer | Level #2 | \$ |
| Quality Assurance Specialist | Level #2 | \$ |
| Project Manager | Level #3 | \$ |

OPTION PERIODS:

| Option Period 1 (XX-XX-201X to XX-XX-201X) | | |
|---|---------------------------|---------------------------|
| Resource Category | Level of Expertise | Firm Per Diem Rate |
| Application Architect | Level #3 | \$ |
| Programmer / Analyst | Level #3 | \$ |
| Programmer / Analyst | Level #2 | \$ |
| Database Analyst | Level #2 | \$ |
| Web Developer | Level #2 | \$ |
| Quality Assurance Specialist | Level #2 | \$ |
| Project Manager | Level #3 | \$ |

| Option Period 2 (XX-XX-201X to XX-XX-201X) | | |
|---|---------------------------|---------------------------|
| Resource Category | Level of Expertise | Firm Per Diem Rate |
| Application Architect | Level #3 | \$ |
| Programmer / Analyst | Level #3 | \$ |
| Programmer / Analyst | Level #2 | \$ |
| Database Analyst | Level #2 | \$ |
| Web Developer | Level #2 | \$ |
| Quality Assurance Specialist | Level #2 | \$ |
| Project Manager | Level #3 | \$ |

Solicitation No. - N° de l'invitation

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

14-73881

**Option Period 3
(XX-XX-201X to XX-XX-201X)**

| Resource Category | Level of Expertise | Firm Per Diem Rate |
|------------------------------|---------------------------|---------------------------|
| Application Architect | Level #3 | \$ |
| Programmer / Analyst | Level #3 | \$ |
| Programmer / Analyst | Level #2 | \$ |
| Database Analyst | Level #2 | \$ |
| Web Developer | Level #2 | \$ |
| Quality Assurance Specialist | Level #2 | \$ |
| Project Manager | Level #3 | \$ |

Solicitation No. - N° de l'invitation

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14-73881

ANNEX C
SECURITY REQUIREMENTS CHECK LIST

PROVIDED UNDER SEPARATE COVER

ATTACHMENT 3.1**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 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant". | Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification" |
| | Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification" |

| | | | | | | | | | |
|--|--|--|--|---|--|---|--|---|--|
| <p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p> | <p>On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:</p> <table border="1"> <tr> <td data-bbox="841 352 1318 457">(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="1325 352 1417 457"></td> </tr> <tr> <td data-bbox="841 457 1318 531">(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</td> <td data-bbox="1325 457 1417 531"></td> </tr> <tr> <td data-bbox="841 531 1318 758">(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</td> <td data-bbox="1325 531 1417 758"></td> </tr> <tr> <td data-bbox="841 758 1318 863">(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</td> <td data-bbox="1325 758 1417 863"></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 Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR | | (d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD). | |
| (a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada; | | | | | | | | | |
| (b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ; | | | | | | | | | |
| (c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR | | | | | | | | | |
| (d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD). | | | | | | | | | |
| <p>Number of FTEs [<i>Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.</i>]</p> | | | | | | | | | |
| <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 products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. | | | | | | | | | |
| <p>Signature of Authorized Representative of Bidder</p> | | | | | | | | | |

ATTACHMENT 4.1**BID EVALUATION CRITERIA****CORPORATE MANDATORY REQUIREMENTS**

| Item | Mandatory Requirement | Met/Not Met | Reference to page and Project # |
|-------------|--|--------------------|--|
| M1 | <p>The Bidder must demonstrate its experience in managing resources and delivering application development services by providing summaries and references for two similar* projects.</p> <p>A similar project is one that is application development oriented, that lasted for a period of one year or more, dealt with the public sector, and used the following software platforms:</p> <ul style="list-style-type: none"> - MS-SQL 2008, - ASP.Net, - MS Access, - VB.NET, - C#, - CSLA | | |

RESOURCE MANDATORY REQUIREMENTS

| Application/Software Architect, Level 3 | | | |
|--|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M1.1 | <p>The Bidder must demonstrate that the proposed resource has a degree in Computer Sciences or Systems Engineering from a recognized Canadian University or an equivalent international academic institution recognized by the Canadian Information Centre for International Credentials.</p> <p>Copy of a valid degree or diploma is required with the bid.</p> | | |
| M1.2 | <p>The Bidder must demonstrate that the proposed resource has a minimum of ten years experience in the Information</p> | | |

| | | | |
|-------------|--|--|--|
| | Technology* (IT) field designing and developing business applications. | | |
| | *See Glossary Annex for definition of IT | | |
| M1.3 | The Bidder must demonstrate that the proposed resource has a minimum of five years experience in architecting enterprise-wide solutions using an "n-tier" model. Enterprise-wide solution is defined as a widely-used solution (minimum 200 application users) operating on a network with a minimum of 1,000 network users. | | |
| M1.4 | The Bidder must demonstrate that the proposed resource has experience designing solutions that address network latency issues in a global network environment. | | |

| Programmer/Analyst, Level 3 | | | |
|------------------------------------|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M2.1 | The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences or Computer Engineering, or Computer Technology from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials, or minimum of 10 years experience as a Programmer/Analyst. Copy of a valid degree or diploma is required with the bid or demonstration of minimum ten (10) years experience as a Programmer/Analyst. | | |
| M2.2 | The Bidder must demonstrate that the proposed resource has ten years experience in business application development using "n-tier" model and Object Oriented Analysis and Design. | | |
| M2.3 | The Bidder must demonstrate that the proposed resource has experience developing solutions that address network | | |

| | | |
|---|--|--|
| latency issues in a global network environment. | | |
|---|--|--|

| Programmer/Analyst, Level 2 | | | |
|------------------------------------|---|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M3.1 | The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences or Computer Engineering, or Computer Technology from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials, or a minimum of 5 years experience as a Programmer/Analyst. Copy of a valid degree or diploma is required with the bid or demonstration of minimum five years experience as a programmer/analyst. | | |
| M3.2 | The Bidder must demonstrate that the proposed resource has three years experience in business application development using "n-tier" model and Object Oriented Analysis and Design. | | |

| Quality Assurance Specialist, Level 2 | | | |
|--|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M4.1 | The Bidder must demonstrate that the proposed resource has a minimum of five years experience in developing test strategies, executing test scripts and tracking and reporting issues. | | |

| Database Analyst, Level 2 | | | |
|----------------------------------|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M5.1 | The Contractor must demonstrate that the | | |

| | | | |
|-------------|---|--|--|
| | <p>proposed resource has a post-secondary degree or diploma in Computer Sciences, or Computer Engineering or Computer Technology from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.</p> <p>Copy of a valid degree or diploma is required with the bid.</p> | | |
| M5.2 | The Bidder must demonstrate that the proposed resource has a minimum of five years experience in logical and physical data modelling and database development. | | |

| Web Developer, Level 2 | | | |
|-------------------------------|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M6.1 | The Bidder must demonstrate that the proposed resource has a minimum of five years experience as a Web Developer, developing, designing and testing web-based solutions. | | |

| Project Manager, Level 3 | | | |
|---------------------------------|---|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M7.1 | The Bidder must demonstrate that the proposed resource has a minimum of ten years experience as a Project Manager in Information Technology (IT) field. | | |

CORPORATE POINT RATED REQUIREMENTS

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|--------------------------------|-------------------|----------------------------|---|
| | | | | |

| | | | | |
|---|--|---------------------|---|--|
| R1 | The Bidder should provide summaries and references for two projects completed within the last five years involving application development, where the minimum total billed value of the professional services components delivered was greater than or equal to \$1M dollars per year. | 40 | 20 points per application development project up to a maximum of 40 points. | |
| R2 | The Bidder should provide summaries and references for two projects completed within the last five years involving application or systems migration and implementation, where the minimum total billed value of the professional services components delivered was greater than or equal to \$1M dollars per year. | 30 | 15 points per project up to a maximum of 30 points. | |
| R3 | The Bidder should demonstrate its experience within the last three years in the design, development and implementation of Web applications using "n-tier" architecture. | 40 | 10 points per project up to a maximum of 40 points. | |
| Maximum Score | | 110 (77) | | |
| Minimum Score Note: Proposals that do not meet the minimum score of 77 points (70%) will not be evaluated further. | | | | |

RESOURCE POINT RATED REQUIREMENTS

1. APPLICATION/SOFTWARE ARCHITECT - LEVEL 3

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|--|-------------------|--|---|
| R1.1 | The Bidder should demonstrate that the proposed resource has experience developing and implementing applications using: <ul style="list-style-type: none"> - Microsoft Solutions Framework, - Microsoft Patterns and Practices Framework and - .Net Framework | 15 | One point per framework per year up to a maximum of 5 points each 0 points = 0 experience | |

| | | | | |
|--|--|--------------------|--|--|
| R1.2 | The Bidder should demonstrate that the proposed resource has experience building distributed object oriented business software using: a) CSLA (VB.NET) b) CSLA.NET (4.x) | 10 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R1.3 | The Bidder should demonstrate that the proposed resource has experience developing, implementing and deploying applications using: - MS Team Foundation; - Buildit; - NDoc; - Rational XEP - FXCop - CodeSmith | 18 | One point per application per year up to a maximum of 3 points each 0 points = 0 experience | |
| Maximum Score | | 43 (30) | | |
| Proposals that do not meet the minimum score of 30 points (70%) for the proposed resource of this category will not be evaluated further. | | | | |

2. PROGRAMMER/ANALYST - LEVEL 3

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|--|-------------------|--|---|
| R2.1 | The Bidder should demonstrate that the proposed resource has experience developing applications Using: - CSLA (Component Scalable Logical Architecture); and - Microsoft Application Block | 10 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R2.2 | The Bidder should demonstrate that | 25 | One point per application per year up to a | |

| | | | | |
|--|---|--------------------|--|--|
| | the proposed resource has experience developing windows based applications using: - VB.NET, - C#, - client side JavaScript with direct ADO connections to SQL database, - ODBC, and - OLEDB. | | maximum of 5 points each 0 points = 0 experience | |
| R2.3 | The Bidder should demonstrate that the proposed resource has experience developing Internet applications using: - ASP, and - client side JavaScript | 10 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R2.4 | The Bidder should demonstrate that the proposed resource has experience developing reports using: - SQL Reporting Services; - Adobe Output Designer 5.5; - XML / HTML / ASP extracts | 15 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R2.5 | The Bidder should demonstrate that the proposed resource has experience in the development, migration and implementation of applications using MS-SQL Server 2008. | 5 | One point per year up to a maximum of 5 points. 0 points = 0 experience | |
| Maximum Score | | 65 (45) | | |
| Proposals that do not meet the minimum score of 45 points (70%) for the proposed resource of this category will not be evaluated further. | | | | |

3. PROGRAMMER/ANALYST - LEVEL 2

| Item | Point-Rated Requirement | Max | Evaluation Criteria | Reference to |
|------|-------------------------|-----|---------------------|--------------|
|------|-------------------------|-----|---------------------|--------------|

| | | Points | | Resume (Page and Project #) |
|-------------|--|-----------|--|-----------------------------|
| R3.1 | The Bidder should demonstrate that the proposed resource has experience developing, implementing, and deploying, applications with: - VB.NET version 2010 - Visual InterDev - C#; | 15 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R3.2 | The Bidder should demonstrate that the proposed resource has experience developing applications with CSLA. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |
| R3.3 | The Bidder should demonstrate that the proposed resource has experience developing databases with Microsoft SQL Server 2008 and Microsoft SQL Reporting Services. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |
| R3.4 | The Bidder should demonstrate that the proposed resource has experience with: - JavaScript, - VB script - HTML and - CSS. | 20 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R3.5 | The Bidder should demonstrate that the proposed resource has experience developing applications with: - ASP, - ASP.NET, and - AJAX | 15 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R3.6 | The Bidder should demonstrate that the proposed resource has experience developing applications | 5 | One point per year up to a maximum of 5 points 0 points = 0 experience | |

| | | | |
|--|----------------------|--------------------|--|
| | using BAPI-SAP APIs. | | |
| Maximum Score | | 75 (52) | |
| Proposals that do not meet the minimum score of 52 points (70%) for the proposed resource of this category will not be evaluated further. | | | |

4. QUALITY ASSURANCE SPECIALIST - LEVEL 2

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|--|---|--------------------|---|--|
| R4.1 | The Bidder should demonstrate that the proposed resource has experience, in excess of M4.1 above, in the use of Quality Assurance processes, including Configuration Management and Version Control, writing test scripts and executing test scripts. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |
| R4.2 | The Bidder should demonstrate that the proposed resource has experience providing quality metrics to project management teams that include specialists from different disciplines e.g. coders, trainers, and documentation specialists. | 5 | One point per year up to a maximum of 5 points 0 points = 0 experience | |
| Maximum Score | | 15 (10) | | |
| Proposals that do not meet the minimum score of 10 points (70%) for the proposed resource of this category will not be evaluated further. | | | | |

5. DATABASE ANALYST - LEVEL 2

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|------|--|------------|---|--|
| R5.1 | The Bidder should demonstrate that the proposed resource has | 12 | One point per service application per year up to a maximum of 3 | |

| | | | | |
|--|---|--------------------|---|--|
| | experience in the development and implementation of applications using MS-SQL 2008, including experience with: - SQL Profiler; - SQL Analysis Services; - SQL Reporting Services; and - SQL Optimizer. | | points each 0 points = 0 experience | |
| R5.2 | The Bidder should demonstrate that the proposed resource has experience in the development and implementation of applications using connectivity protocols: - OLEDB, - ODBC, and - ADODB | 15 | One point per technology per year up to a maximum of 5 points each 0 points = 0 experience | |
| R5.3 | The Bidder should demonstrate that the proposed resource has experience in the development and implementation of MS-SQL based applications using: - Adobe Central Pro 5.2; - SSIS, SSRS; and - XML extracts. | 15 | One point per technology per year up to a maximum of 5 points each 0 points = 0 experience | |
| Maximum Score | | 42 (29) | | |
| Proposals that do not meet the minimum score of 29 points (70%) for the proposed resource of this category will not be evaluated further. | | | | |

6. WEB DEVELOPER - LEVEL 2

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|---|-------------------|---|---|
| R6.1 | The Bidder should demonstrate that the proposed resource has experience developing and implementing applications using: | 15 | One point per application per year up to a maximum of 5 points each | |

| | | | | |
|--|---|--------------------|---|--|
| | <ul style="list-style-type: none"> ASP.NET Active X HTML | | 0 points = 0 experience | |
| R6.2 | The Bidder should demonstrate that the proposed resource has experience developing applications using: <ul style="list-style-type: none"> JAVA, and JAVA Script | 10 | One point per technology per year up to a maximum of 5 points each 0 points = 0 experience | |
| R6.3 | The Bidder should demonstrate that the proposed resource has experience using Microsoft SQL Server 2008. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |
| R6.4 | The Bidder should demonstrate that the proposed resource has experience using XML | 5 | One point per year up to a maximum of 5 points 0 points = 0 experience | |
| Maximum Score | | 40 (28) | | |
| Proposals that do not meet the minimum score of 28 points (70%) for the proposed resource of this category will not be evaluated further. | | | | |

7. Project Manager - LEVEL 3

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|---|-------------------|---|---|
| R7.1 | The Bidder should demonstrate that the proposed resource has Project Management experience in excess of M7.1 above, managing the implementation of software/application and various functional groups within a project. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |
| R7.2 | The Bidder should demonstrate that the proposed resource has a minimum of 5 years experience using Microsoft Project Standard or Enterprise. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |
| R7.3 | The Bidder should demonstrate that the proposed resource has a minimum of 5 years experience | 5 | One point per year up to a maximum of 5 points | |

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Buyer ID - Id de l'acheteur

606e1

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| | | | | |
|--|--|--------------------|-------------------------|--|
| | using Microsoft Office Suite: Word, Excel, PowerPoint. | | 0 points = 0 experience | |
| Maximum Score | | 25 (17) | | |
| Proposals that do not meet the minimum score of 17 points (70%) for the proposed resource of this category will not be evaluated further. | | | | |

ATTACHMENT 4.2**PRICING SCHEDULE**

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

INITIAL CONTRACT PERIOD:

| | | | | Initial Contract Period (Date of Contract to one year later) |
|--------------------------------------|--------------------|--------------------------|---|---|
| | (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) |
| Application/Software Architect | Level #3 | 120 | \$ | \$ |
| Programmer/Analyst | Level #3 | 220 | \$ | \$ |
| Programmer/Analyst | Level #2 | 220 | \$ | \$ |
| Quality Assurance Specialist | Level #2 | 100 | \$ | \$ |
| Database Analyst | Level #2 | 200 | \$ | \$ |
| Web Developer | Level #2 | 120 | \$ | \$ |
| Project Manager | Level #3 | 120 | \$ | \$ |
| Total Price Contract Period : | | | | \$ <TBD> |

OPTION PERIODS:

| | | | | Option Period 1 (XX-XX-201X to XX-XX-201X) |
|--------------------------------|--------------------|--------------------------|---|---|
| | (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) |
| Application/Software Architect | Level #3 | 120 | \$ | \$ |
| Programmer/Analyst | Level #3 | 220 | \$ | \$ |
| Programmer/Analyst | Level #2 | 220 | \$ | \$ |
| Quality Assurance Specialist | Level #2 | 100 | \$ | \$ |
| Database Analyst | Level #2 | 200 | \$ | \$ |
| Web Developer | Level #2 | 120 | \$ | \$ |
| Project Manager | Level #3 | 120 | \$ | \$ |
| Total Price Option 1: | | | | \$ <TBD> |

| Option Period 2 (XX-XX-201X to XX-XX-201X) | | | | |
|---|---------------------------|---------------------------------|--|-------------------------|
| | (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) |
| Application/Software Architect | Level #3 | 120 | \$ | \$ |
| Programmer/Analyst | Level #3 | 220 | \$ | \$ |
| Programmer/Analyst | Level #2 | 220 | \$ | \$ |
| Quality Assurance Specialist | Level #2 | 100 | \$ | \$ |
| Database Analyst | Level #2 | 200 | \$ | \$ |
| Web Developer | Level #2 | 120 | \$ | \$ |
| Project Manager | Level #3 | 120 | \$ | \$ |
| Total Price Option 2: | | | | \$ <TBD> |

| Option Period 3 (XX-XX-201X to XX-XX-201X) | | | | |
|---|---------------------------|---------------------------------|--|-------------------------|
| | (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) |
| Application/Software Architect | Level #3 | 120 | \$ | \$ |
| Programmer/Analyst | Level #3 | 220 | \$ | \$ |
| Programmer/Analyst | Level #2 | 220 | \$ | \$ |
| Quality Assurance Specialist | Level #2 | 100 | \$ | \$ |
| Database Analyst | Level #2 | 200 | \$ | \$ |
| Web Developer | Level #2 | 120 | \$ | \$ |
| Project Manager | Level #3 | 120 | \$ | \$ |
| Total Price Option 3: | | | | \$ <TBD> |

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

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 in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations"., 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, the certification must be current, valid and issued by the entity specified in this Contract or if the entity is not specified an accredited or otherwise recognized body, institution or entity.
 - (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (F) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and

relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory 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.

TASK AUTHORIZATION (TA) FORM

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

7. APPROVAL - SIGNING AUTHORITY

| Signatures (Client) | Signatures (PWGSC) |
|--|---|
| Name, Title and Signature of Individual Authorized to sign: Technical Authority: _____ Date: _____ | Contracting Authority ¹ : _____ Date: _____ |

¹ Signature required for projects valued at \$200,000. or more, Applicable Taxes included.

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.

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:

| Application/Software Architect, Level 3 | | | |
|---|--|-------------|--|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M1.1 | The Bidder must demonstrate that the proposed resource has a degree in Computer Sciences or Systems Engineering from a recognized Canadian University or an equivalent international academic institution recognized by the Canadian Information Centre for International Credentials. Copy of a valid degree or diploma is required. | | |
| M1.2 | The Bidder must demonstrate that the proposed resource has a minimum of ten years experience in the Information Technology (IT) field designing and developing business applications. | | |
| M1.3 | The Bidder must demonstrate that the proposed resource has a minimum of five years experience in architecting enterprise-wide solutions using an "n-tier" model. | | |
| M1.4 | The Bidder must demonstrate that the proposed resource has experience designing solutions that address network latency issues in a global network environment. | | |

| Programmer/Analyst, Level 3 | | | |
|------------------------------------|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M2.1 | <p>The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences or Computer Engineering, or Computer Technology from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials, or minimum of 10 years experience as a Programmer/Analyst.</p> <p>Copy of a valid degree or diploma is required or demonstration of minimum ten (10) years experience as a Programmer/Analyst.</p> | | |
| M2.2 | The Bidder must demonstrate that the proposed resource has ten years experience in business application development using "n-tier" model and Object Oriented Analysis and Design. | | |
| M2.3 | The Bidder must demonstrate that the proposed resource has experience developing solutions that address network latency issues in a global network environment. | | |

| Programmer/Analyst, Level 2 | | | |
|------------------------------------|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M3.1 | The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences or Computer Engineering, or Computer Technology from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials, or a minimum of 5 years experience as a Programmer/Analyst. | | |

| | | | |
|-------------|---|--|--|
| | Copy of a valid degree or diploma is required or demonstration of minimum five years experience as a programmer/analyst. | | |
| M3.2 | The Bidder must demonstrate that the proposed resource has three years experience in business application development using "n-tier" model and Object Oriented Analysis and Design. | | |

| Quality Assurance Specialist, Level 2 | | | |
|--|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M4.1 | The Bidder must demonstrate that the proposed resource has a minimum of five years experience in developing test strategies, executing test scripts and tracking and reporting issues. | | |

| Database Analyst, Level 2 | | | |
|----------------------------------|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M5.1 | The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences, or Computer Engineering or Computer Technology from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials. Copy of a valid degree or diploma is required. | | |
| M5.2 | The Bidder must demonstrate that the proposed resource has a minimum of five years experience in logical and physical data modelling and database development. | | |

| Web Developer, Level 2 | | | |
|-------------------------------|--|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M6.1 | The Bidder must demonstrate that the proposed resource has a minimum of five years experience as a Web Developer, developing, designing and testing web-based solutions. | | |

| Project Manager, Level 3 | | | |
|---------------------------------|---|--------------------|---|
| Item | Mandatory Requirement | Met/Not Met | Reference to Resume (page and Project #) |
| M7.1 | The Bidder must demonstrate that the proposed resource has a minimum of ten years experience as a Project Manager in Information Technology (IT) field. | | |

2.0 Point Rated Resource Assessment Criteria:

1. APPLICATION/SOFTWARE ARCHITECT - LEVEL 3

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|--|-------------------|--|---|
| R1.1 | The Bidder should demonstrate that the proposed resource has experience developing and implementing applications using: <ul style="list-style-type: none"> - Microsoft Solutions Framework, - Microsoft Patterns and Practices Framework and - .Net Framework | 15 | One point per framework per year up to a maximum of 5 points each 0 points = 0 experience | |
| R1.2 | The Bidder should demonstrate that the proposed resource has experience building distributed object oriented business software using: | 10 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |

| | | | | |
|----------------------|--|--------------------|--|--|
| | a) CSLA (VB.NET) b) CSLA.NET (4.x) | | | |
| R1.3 | The Bidder should demonstrate that the proposed resource has experience developing, implementing and deploying applications using: - MS Team Foundation; - Buildit; - NDoc; - Rational XEP - FXCop - CodeSmith | 18 | One point per application per year up to a maximum of 3 points each 0 points = 0 experience | |
| Maximum Score | | 43 (30) | | |

2. PROGRAMMER/ANALYST - LEVEL 3

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|--|-------------------|--|---|
| R2.1 | The Bidder should demonstrate that the proposed resource has experience developing applications using: - CSLA (Component Scalable Logical Architecture); and - Microsoft Application Block | 10 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R2.2 | The Bidder should demonstrate that the proposed resource has experience developing windows based applications using: - VB.NET, - C#, - client side JavaScript with direct ADO connections to SQL database, - ODBC, and - OLEDB. | 25 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R2.3 | The Bidder should demonstrate that the proposed resource has | 10 | One point per application per year up to a | |

| | | | | |
|----------------------|---|--------------------|--|--|
| | experience developing Internet applications using: - ASP, and - client side JavaScript | | maximum of 5 points each 0 points = 0 experience | |
| R2.4 | The Bidder should demonstrate that the proposed resource has experience developing reports using: - SQL Reporting Services; - Adobe Output Designer 5.5; - XML / HTML / ASP extracts | 15 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R2.5 | The Bidder should demonstrate that the proposed resource has experience in the development, migration and implementation of applications using MS-SQL Server 2008. | 5 | One point per year up to a maximum of 5 points. 0 points = 0 experience | |
| Maximum Score | | 65 (45) | | |

3. PROGRAMMER/ANALYST - LEVEL 2

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|--|-------------------|--|---|
| R3.1 | The Bidder should demonstrate that the proposed resource has experience developing, implementing, and deploying, applications with: - VB.NET version 2010 - Visual InterDev - C#; | 15 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R3.2 | The Bidder should demonstrate that the proposed resource has experience developing applications with CSLA. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |
| R3.3 | The Bidder should demonstrate that | 10 | Two points per year up to a maximum of 10 | |

| | | | | |
|----------------------|---|--------------------|--|--|
| | the proposed resource has experience developing databases with Microsoft SQL Server 2008 and Microsoft SQL Reporting Services. | | points 0 points = 0 experience | |
| R3.4 | The Bidder should demonstrate that the proposed resource has experience with: - JavaScript, - VB script - HTML and - CSS. | 20 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R3.5 | The Bidder should demonstrate that the proposed resource has experience developing applications with: - ASP, - ASP.NET, and - AJAX | 15 | One point per application per year up to a maximum of 5 points each 0 points = 0 experience | |
| R3.6 | The Bidder should demonstrate that the proposed resource has experience developing applications using BAPI-SAP APIs. | 5 | One point per year up to a maximum of 5 points 0 points = 0 experience | |
| Maximum Score | | 75 (52) | | |

4. QUALITY ASSURANCE SPECIALIST - LEVEL 2

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|---|------------|---|--|
| R4.1 | The Bidder should demonstrate that the proposed resource has experience, in excess of M4.1 above, in the use of Quality Assurance processes, including Configuration Management and Version Control, writing test scripts and executing test scripts. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |

| | | | | |
|----------------------|---|--------------------|---|--|
| R4.2 | The Bidder should demonstrate that the proposed resource has experience providing quality metrics to project management teams that include specialists from different disciplines e.g. coders, trainers, and documentation specialists. | 5 | One point per year up to a maximum of 5 points 0 points = 0 experience | |
| Maximum Score | | 15 (10) | | |

5. DATABASE ANALYST - LEVEL 2

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|-------------|---|-------------------|--|---|
| R5.1 | The Bidder should demonstrate that the proposed resource has experience in the development and implementation of applications using MS-SQL 2008, including experience with: - SQL Profiler; - SQL Analysis Services; - SQL Reporting Services; and - SQL Optimizer. | 12 | One point per service application per year up to a maximum of 3 points each 0 points = 0 experience | |
| R5.2 | The Bidder should demonstrate that the proposed resource has experience in the development and implementation of applications using connectivity protocols: - OLEDB, - ODBC, and - ADODB | 15 | One point per technology per year up to a maximum of 5 points each 0 points = 0 experience | |
| R5.3 | The Bidder should demonstrate that the proposed resource has | 15 | One point per technology per year up to a | |

| | | | | |
|----------------------|--|-------------|--|--|
| | <p>experience in the development and implementation of MS-SQL based applications using:</p> <ul style="list-style-type: none"> - Adobe Central Pro 5.2; - SSIS, SSRS: and - XML extracts. | | <p>maximum of 5 points each</p> <p>0 points = 0 experience</p> | |
| Maximum Score | | 42 | | |
| | | (29) | | |

6. WEB DEVELOPER - LEVEL 2

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|----------------------|--|------------|---|--|
| R6.1 | <p>The Bidder should demonstrate that the proposed resource has experience developing and implementing applications using:</p> <ul style="list-style-type: none"> • ASP.NET • Active X • HTML | 15 | <p>One point per application per year up to a maximum of 5 points each</p> <p>0 points = 0 experience</p> | |
| R6.2 | <p>The Bidder should demonstrate that the proposed resource has experience developing applications using:</p> <ul style="list-style-type: none"> • JAVA, and • JAVA Script | 10 | <p>One point per technology per year up to a maximum of 5 points each</p> <p>0 points = 0 experience</p> | |
| R6.3 | <p>The Bidder should demonstrate that the proposed resource has experience using Microsoft SQL Server 2008.</p> | 10 | <p>Two points per year up to a maximum of 10 points</p> <p>0 points = 0 experience</p> | |
| R6.4 | <p>The Bidder should demonstrate that the proposed resource has experience using XML</p> | 5 | <p>One point per year up to a maximum of 5 points</p> <p>0 points = 0 experience</p> | |
| Maximum Score | | 40 | | |

(28)

7. Project Manager - LEVEL 3

| Item | Point-Rated Requirement | Max Points | Evaluation Criteria | Reference to Resume (Page and Project #) |
|----------------------|---|--------------------|---|---|
| R7.1 | The Bidder should demonstrate that the proposed resource has Project Management experience in excess of M7.1 above, managing the implementation of software/application and various functional groups within a project. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |
| R7.2 | The Bidder should demonstrate that the proposed resource has a minimum of 5 years experience using Microsoft Project Standard or Enterprise. | 10 | Two points per year up to a maximum of 10 points 0 points = 0 experience | |
| R7.3 | The Bidder should demonstrate that the proposed resource has a minimum of 5 years experience using Microsoft Office Suite: Word, Excel, PowerPoint. | 5 | One point per year up to a maximum of 5 points 0 points = 0 experience | |
| Maximum Score | | 25 (17) | | |

APPENDIX D TO ANNEX A CERTIFICATIONS AT THE TA STAGE

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

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

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

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

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

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

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

Solicitation No. - N° de l'invitation

08324-130123/A

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

14-73881

Amd. No. - N° de la modif.

File No. - N° du dossier

606e108324-130123

Buyer ID - Id de l'acheteur

606e1

CCC No./N° CCC - FMS No./N° VME

Print name of authorized individual & sign above

Date

4. CERTIFICATION OF LANGUAGE

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are

[Option 1 - Unilingual English] 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.

[Option 2 - Bilingual] fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

[Option 3 - Unilingual French] fluent in French. The individual(s) proposed must be able to communicate orally and in writing in French without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

ANNEX D

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-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 HRSDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-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 HRSDC-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).

ANNEX E

GLOSSARY

AROI: This symbol is the IT Services Management & Delivery division in the Physical Resources Bureau (ARD symbol).

ARD: This symbol is the Physical Resources Bureau in Department of Foreign Affairs, Trade and Development (DFATD acronym).

FACTS/RCS: Shipping application used to expedite material to missions abroad using existing shipping company with coordination from the ARD bureau.

CSLA (CSLA.NET): Is a software development framework that helps you build a reusable, maintainable object-oriented business layer for your app. CSLA .NET allows great flexibility in object persistence, so business objects can use virtually any data sources available. The framework supports 1-, 2- and n-tier models through the concept of mobile objects. This provides the flexibility to optimize performance, scalability, security and fault tolerance with no changes to code in the UI or business objects.

Information Technology (IT): Defined as "the study, design, development, application, implementation, support or management of computer-based information systems". The responsibilities of those working in the field include network administration, software development and installation, and the planning and management of an organization's technology life cycle, by which hardware and software is maintained, upgraded, and replaced.

N-tier application architecture (often referred to as multi-tier architecture) provides a model by which developers can create flexible and reusable applications. By segregating an application into tiers, developers acquire the option of modifying or adding a specific layer, instead of reworking the entire application.

Object-oriented programming (OOP) is a programming paradigm that represents concepts as "objects" that have data fields (attributes that describe the object) and associated procedures known as methods. Objects, which are usually instances of classes, are used to interact with one another to design applications and computer programs. Objective-C, Smalltalk, and Java are examples of object-oriented programming languages.

Object-oriented analysis (OOA) applies object-modeling techniques to analyze the functional requirements for a system. Object-oriented design (OOD) elaborates the analysis models to produce implementation specifications. OOA focuses on *what* the system does, OOD on *how* the system does it.

Object-oriented analysis and design (OOAD) is a software engineering approach that models a system

as a group of interacting objects. Each object represents some entity of interest in the system being modeled, and is characterized by its class, its state (data elements), and its behavior. Various models can

be created to show the static structure, dynamic behavior, and run-time deployment of these collaborating

objects. There are a number of different notations for representing these models, such as the Unified Modeling Language (UML).

ODBC (Open Database Connectivity) is a standard C programming language middleware API for accessing database management systems (DBMS).

OLEDB: Object Linking and Embedding, Database, an API (application programming interface) designed by Microsoft, allows accessing data from a variety of sources in a uniform manner. The API provides a set

of interfaces implemented using the Component Object Model (COM);

ADO: ActiveX Data Objects is a set of Component Object Model (COM) for accessing data sources.

ITIL: The **Information Technology Infrastructure Library (ITIL)** is a set of practices for IT service management (ITSM) that focuses on aligning IT services with the needs of business.

Quality Assurance (QA) refers to the engineering activities implemented in a quality system so that

requirements for a product or service will be fulfilled. It is the systematic measurement, comparison with a

standard, monitoring of processes and an associated feedback loop that confers error prevention.

Applications Architecture is one of several architecture domains that form the pillars of an enterprise architecture or solution architecture. Applications architecture is the science and art of ensuring the suite of applications being used by an organization to create the composite architecture is scalable, reliable, available and manageable.

Logical Data Model: is a representation of an organization's data, organized in terms of entities and relationships and is independent of any particular data management technology.

Physical Data Model: is a representation of a data design which takes into account the facilities and constraints of a given database management system.

Stored Procedure: is a subroutine available to applications that access a relational database system. A stored procedure is actually stored in the database data dictionary. It is typically used for data validation (integrated into the database) or to access control mechanisms.

Enterprise-wide solution is a widely-used solution (minimum 200 application users) operating on a network with a minimum of 1,000 network users.

Operationalization: Non-development activities required to make a software solution operational (for example, production scheduling, IT operations procedure development, third level support for roll-out, mentoring, development of communications pieces.)



| |
|--|
| Contract Number / Numéro du contrat Common PS SRCL#19 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

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

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



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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 checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input checked="" 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



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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 / CONFIDENTIEL | 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?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / 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?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / 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).

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

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| Contract Number / Numéro du contrat Common PS SRCL#19 |
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

| | | | |
|---|---|---|--|
| 13. Organization Project Authority / Chargé de projet de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) Centralized Professional Services System, CPSS | | Title - Titre Professional Services - Methods of Supply | Signature <i>Ruben Loman</i> |
| Telephone No. - N° de téléphone 000-000-0000 | Facsimile No. - N° de télécopieur 000-000-0000 | E-mail address - Adresse courriel SSPC.CPSS@tpsgc-pwgsc.gc.ca | Date 2012/03/13 |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) Charron, Annick | | Title - Titre SO | Signature <i>Annick Charron</i> |
| Telephone No. - N° de téléphone 819-956-0615 | Facsimile No. - N° de télécopieur 819-934-1449 | E-mail address - Adresse courriel annick.charron@tpsgc-pwgsc.gc.ca | Date <i>March 20, 2012</i> |
| 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 type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 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 <i>Jacques Saumur</i> |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date <i>28-MARCH-2012</i> |

Jacques Saumur
 Contract Security Officer, Contract Security Division
 Jacques.Saumur@tpsgc-pwgsc.gc.ca
 Tel/Tél - 613-948-1732 / Fax/Télé - 613-954-4171