

National Energy  
Board



Office national  
de l'énergie

**TASK BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

**SUPPLY ARRANGEMENT (SA)**

**REQUEST FOR PROPOSAL (RFP) - SOLICITATION # 84084-15-0015**

**REQUIREMENT FOR:**

**BUSINESS PROCESS RE-ENGINEERING (BPR) CONSULTANT- LEVEL 3**

**HELP DESK SPECIALIST – LEVEL 2**

**Enquiries:** All enquiries and bid submissions are to be directed to:

Steve Whiteduck  
Telephone: (403) 613-8085  
Facsimile: (403) 299-3637  
Email: [steve.whiteduck@neb-one.gc.ca](mailto:steve.whiteduck@neb-one.gc.ca)

Issuing Office

National Energy Board  
517 Tenth Avenue, S.W.  
Calgary, Alberta  
T2R 0A8

Vendor

TBD

**VENDORS NAME AND SIGNATURE**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**REQUEST FOR PROPOSAL (RFP) AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED  
INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

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## PART 1 – GENERAL INFORMATION

### 1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # **84084-15-0015**. It is divided into seven parts plus annexes and, attachments as follows:

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

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

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

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

**Part 5 Certifications:** includes the certifications to be provided;

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

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

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

### 1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of **National Energy Board** 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 (1) contract for one (1) year, plus two, one-year (1) irrevocable option allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders](#)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the

Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.

- e. The TBIPS Supply Arrangement EN578-055605 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.

Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the Calgary Region under the EN578-055605 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment:

***Invited Companies***

1. Adirondack Information Management Inc., Amita Corporation, Artemp Personnel Services Inc., the AIM Group Inc. In JOINT VENTURE
  2. Aliko Internet Technologies Inc.
  3. Conoscenti Technologies Inc.
  4. Excel Human Ressources Inc.
  5. Hays Specialist Recruitment (Canada) Inc.
  6. Makwa Resourcing Inc., TPG Technology Consulting Ltd. in JOINT VENTURE
  7. Maplesoft Consulting Inc.
  8. Nexus Systems Group Inc.
  9. Nova Networks Inc.
  10. Pricewaterhouse Coopers LLP
  11. RainMakers Consulting Services Inc.
  12. S.i. Systems Ltd.
  13. Sierra Systems Group Inc.
  14. SYSTEMATIX SOLUTIONS TI INCLSYSTEMATIX IT SOLUTIONS INC
  15. Trinetra Systems Inc.
- 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 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 Annex "A" of the TBIPS RFSA;

Resource Category	Level of Expertise
<b>B.5. Business Process Re-engineering (BPR) Consultant</b>	<b>3</b>
<b>B.10. Help Desk Specialist</b>	<b>2</b>

### **1.3 DEBRIEFINGS**

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

## PART 2 – BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2013-06-01) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications: with Subsection 5.4 amended by deleting “sixty (60) days” and inserting “180 days”. If there is a conflict between the provisions of 2003 and this document, this document prevails.

The text under subsections 4 and 5 of Section 01 – Code of Conduct and Certifications 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 (RFS). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
5. Canada may, at any time; request that a Bidder provide properly completed and signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals' aforementioned list within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

### 2.2 SUBMISSION OF BIDS

- a. Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation. Bids must be delivered to the following location, by the time and date indicated below:

National Energy Board  
At 2:00pm on **March 26, 2015 – 2:00pm, Mountain Standard Time (MST)**  
Email address for submitting your bid: **steve.whiteduck@neb-one.gc.ca**

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.

- c. If your bid is transmitted by facsimile or electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

**2.3 FORMER PUBLIC SERVANT****a. Information Required**

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

**b. Definitions**

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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

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

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

**c. Former Public Servant in Receipt of a Pension**

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

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

name of former public servant;

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

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

**d. Work Force Adjustment Directive**



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

If so, the Bidder must provide the following information:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- period of lump sum payment including start date, end date and number of weeks;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

## 2.4 ENQUIRIES – BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than **five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.5 APPLICABLE LAWS

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

***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.***

**2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD**

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

**PART 3 – BID PREPARATION INSTRUCTIONS****3.1 BID PREPARATION INSTRUCTIONS**

- a. Electronic bids will be accepted
- b. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :
  - i. Section I: Technical Bid – One electronic copy
  - ii. Section II: Financial Bid – One electronic copy
  - iii. Section III: Certifications not included in the Technical Bid – One electronic copyPrices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- c. **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.
- d. **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :
  - i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
  - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- e. **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.

f. **Joint Venture Experience:**

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

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

### 3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – **Annex "F"** with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so
- ii. **Substantiation of Technical Compliance:**  
The technical bid must substantiate the compliance with the specific articles of Attachment, 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. 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.

- iii. **Customer Reference Contact Information:** The Bidder must provide customer references as per **Attachment 4.2: CLIENT PROJECT REFERENCE FORM**, who must each confirm, if requested by Canada the facts identified in the Bidder's bid. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by 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.
- vii. **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, and years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.
- viii. **Resources** will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 Resulting Contract Clauses, Article 7.2 Task Authorizations.

### 3.3 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in **Annex "B"** 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 2% from one time period to the next and
  - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period

- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 SECTION III: CERTIFICATIONS

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

## 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 Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
  - i. **Requests for Clarifications** : If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - ii. **Requests for Interviews**: If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have two (2) working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
  - iii. **Requests for Further Information**: 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 (2) working days of a request by the Contracting Authority.
  - iv. **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria** :

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be

disqualified. The Mandatory evaluation criteria are described in Attachment "4.2" - 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 "4.2" - Bid Evaluation Criteria.

**c. Reference Checks :**

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



### 4.3 FINANCIAL EVALUATION

- (a) Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The Bidder must provide firm, all inclusive, per diem rates for the Categories of Personnel being proposed in accordance with the bid solicitation, which may include an initial contract period and option periods. For the first year period of any contract (from date of award) resulting from an RFP against this SA, the applicable firm per diem rates must not exceed those rates specified in Annex "C" - Schedule of Per Diem Rates of the SA Holder's Supply Arrangement for each relevant resource(s). Failure to abide with this condition will result in a proposal being considered non-responsive.

Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

- (b) Mandatory Financial Criteria
- (i) Formulas in Pricing Tables

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

- (ii) Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- b. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the

amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has 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, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least \_\_\_\_\_% (percentage to be provided in each RFP) of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

#### 4.4 BASIS OF SELECTION

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid as determined by the established pre-determined selection criteria will be recommended for contract award.
- (b) 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.

If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score will become the top-ranked bidder.

Notification of Evaluation Results: All invited SA Holders who respond to a TBIPS RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:

- i. Solicitation Number;
- ii. Company name of winning bidder;
- iii. Total points scored of winning bidder (for multiple resource requirements only)
- iv. Total value of contract awarded;
- v. Number of responses received by the Contracting Authority; and
- vi. Total points scored per individual bidder (Note: bidders will only receive their own total points scored and not the score of the other bidders)

## 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 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\\_eq/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_eq/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.

### 5.2 PROFESSIONAL SERVICES RESOURCES

- a. By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.

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

**PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

- a. At the date of bid closing, the following conditions must be met :
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
  - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and
  - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b. 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.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security 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(s):** Under the Contract, the "Client" is \_\_\_\_\_.
- 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.

**Location of Services:** Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

**7.2 TASK AUTHORIZATION ("TA")**

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Form and Content of Task Authorization :**
  - i. The Contract Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex \_D\_.

- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
- A. a task number;
  - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
  - C. the details of any financial coding to be used;
  - D. the category of resources and the number required;
  - E. a description of the work for the task outlining the activities to be performed and identifying 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.
- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Contracting Authority, within two (2) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, A TA must be signed by the Contracting Authority
- Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.
- e. **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 ten (10) calendar days after the end of the reporting period.

- i. 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.).
  - ii. Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
    - A. the amount (GST or HST extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
    - B. the total amount, GST or HST extra, expended to date against all validly issued TA's.
- f. Refusal of Task Authorizations: The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex "B". Each time the Contractor does not submit a valid



response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

- 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 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
  - i. for default.
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - iii. for convenience within 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 issued by Public Works and Government Services Canada.

- a. **General Conditions :**

2035 (2014-03-01), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 – Code of Conduct and Certifications, of General Conditions 2035 referenced above are replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are

directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

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

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

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

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

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

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

## 7.5 SECURITY REQUIREMENT

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

PWGSC FILE# Common PS SRCL#1

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of **Reliability**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **Reliability**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;

- b. *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 **March 31<sup>st</sup>, 2016**; and
  - ii. The period, during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
  - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

## 7.7 AUTHORITIES

- a. **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Steve Whiteduck  
Title: Senior Contracting Officer  
Organization: National Energy Board  
Address: 517 – Tenth Avenue, SW, Calgary, Alberta – T2R 0A8  
Telephone: (403) 613-8085  
Facsimile: (403) 299-3637  
E-mail address: steve.whiteduck@neb-one.gc.ca

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

- b. **Technical Authority** [*To be provided at time of Contract award*]

The Technical Authority for the Contract is: *[if you are using the term "Project Authority" instead of "Technical Authority", do a word search to change the term "Technical Authority" throughout the document and make sure the language in the SOW is also consistent]*

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** *[Fill in or delete as applicable]*

**Note to Bidders:** The Contractor's Representative, Contracting Authority, 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, Canada will pay the Contractor, in arrears, up to the Maximum Price, 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.
- ii. **Estimated Cost : [\$ \_\_\_\_\_ ]**

Canada will not pay any travel or living expenses associated with performing the Work.

iii. **Applicable Taxes :**

Estimated Cost: [\$ \_\_\_\_\_ ]

- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- v. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse

to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.
- b. **Limitation of Expenditure** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included", and 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 for Task Authorizations with a Maximum Price :** For each Task Authorization validly issued under the Contract that contains a maximum price :
  - i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
  - ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the

maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

**d. Time Verification**

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

**e. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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

## **7.9 INVOICING INSTRUCTIONS**

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

## **7.10 CERTIFICATIONS**

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

## **7.11 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR**

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

### 7.12 COPYRIGHT IN MATERIAL

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract that is required by the Contract to be delivered to Canada and in which copyright subsists, excluding any computer software code and all documentation manuals or guides intended to assist end users or technicians in respect of that code. "Material" does not include anything created by the Contractor before the award date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

### 7.13 APPLICABLE LAWS

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

### 7.14 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. General Conditions 2035 (2014-03-01);
- c. Annex A, Statement of Work
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. Annex D, Task Authorization;
- g. the signed Task Authorizations including any required Certifications;
- h. Supply Arrangement Number EN578-055605/xxx/EI (the "**Supply Arrangement**")
- i. the Contractor's bid dated [\_\_\_\_\_] [*insert date of bid*], as amended [\_\_\_\_\_] [*insert date(s) of amendment(s) if applicable*].

**7.15 INSURANCE REQUIREMENTS****A. Compliance with Insurance Requirements**

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

**B. Commercial General Liability Insurance**

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



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

**C. Errors and Omissions Liability Insurance**

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

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

**7.16 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY**

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

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

Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**c. Third Party Claims :**

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

**7.17 JOINT VENTURE**

***Remark to Contracting Authority:*** *At the time of award, delete this clause if the Contractor is not a joint venture. If the Contractor is a joint venture, fill in the necessary information. Officers should add to sub-article (f) if there are specific provisions that apply to each of the members, rather than to the JV contractor as a whole. If you are awarding a contract to a joint venture contractor, you should consider having the contract signed by all the members of the JV, by adding signature blocks.*

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

#### **7.18 PROFESSIONAL SERVICES – GENERAL**

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

##### **Replacement of Specific Individuals**

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

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

- 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or

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

#### **7.19 SAFEGUARDING ELECTRONIC MEDIA**

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

#### **7.20 REPRESENTATIONS AND WARRANTIES**

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

#### **7.21 ACCESS TO CANADA'S PROPERTY AND FACILITIES**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to

provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

## **7.22 IDENTIFICATION PROTOCOL RESPONSIBILITIES**

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

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

**Annex "A"**  
**Statement of Work**

**1. Background**

The National Energy Board (NEB or Board) is an independent federal agency established in 1959 by the Parliament of Canada to regulate international and interprovincial aspects of the oil, gas and electric utility industries. The purpose of the NEB is to regulate pipelines, energy development and trade in the Canadian public interest. These principles guide NEB staff to carry out and interpret the organization's regulatory responsibilities. The NEB is accountable to Parliament through the Minister of Natural Resources Canada and is headquartered in Calgary Alberta.

**2. Orientation**

The provision of IT services is the mandate of the Enterprise Business Services (EBS) business unit. EBS does not have the human resource capacity required to satisfy the business demand for Client services. EBS must have a human resource strategy capable of expanding and contracting in response to NEB investment decisions. The Client Service team currently relies on a contract for similar IT services. This contract is in the final year and will expire March 31, 2015. A new contract must be established in order to provide IT services beyond fiscal15/16.

**3. Scope of Work**

The requirement for resources will be identified on an "as-and-when-requested" basis on any approved Task Authorization for one or more of the following Categories of Personnel Required in accordance with TBIPS SA/SO Annex A: **B.5. Business Process Re-engineering (BPR) Consultant - Level 3** and **B.10. Help Desk Specialist**

**B.5 Business Process Re-engineering**

- A Business Process Re-engineering analyst will be engaged to determine the most effective and efficient manner to deliver NEB IT client services.

**B.10 Helpdesk Services**

- Contact resources will be called upon, when and as required, to deliver IT Service Desk specialists services to deliver analysis and client based IT deployments, upgrades, account maintenance, moves, adds and changes, issue logging and resolution and other IT services in response to workload and client service demands.

**4. Deliverables**

The Contractor must perform the tasks, detailed in all approved Task Authorization, as and when requested by Canada. For each active TA that has been issued, and at no additional cost to Canada, the Contractor must provide to the Project Authority, a monthly status report which must include the following information:

- Number of hours worked by each resource during that month;
- Status of projects in that month;
- Tasks completed; and
- Issues and concerns.

**Attachment 4.1: BASIS OF SELECTION****FINANCIAL EVALUATION METHOD**

The financial evaluation will use the median rates as published at; <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-EI-001-27841> for the category from TBIPS Standing Offer for the Calgary Region, and 25% band around the median.

The initial contract period will be used for evaluation purposes. Subsequent option periods will allow a maximum of 2% increase per category.

**STEP 1 – POINTS ALLOCATION:** The point system, for each period and each Resource Category, will be established as follows:

(A) If a Bidder quotes a firm per diem rate for any given period and resource category that is either lower than the lower band or higher than upper band, the Bidder will receive 0 points.

(B) A Bidder whose firm per diem rate falls within the upper and lower acceptable limits, will obtain points based on the following calculation, which will be rounded to two decimal places:

**Table 1**

$$\frac{\text{Lowest TOTAL AVERAGE ESTIMATED COST (\$)}}{\text{Bidder's TOTAL AVERAGE ESTIMATED COST (\$)}} \times 40$$

(C) A Bidder whose firm per diem rate falls within the pre-determined limits and is the lowest proposed firm per diem rate will obtain the applicable maximum points as per Table 1.

**STEP 2 – TOTAL BIDDER FINANCIAL SCORE:** Points allocated under STEP 1, for each resource category, will be added together and averaged by 2 and rounded to two decimal places to produce the overall points allocated for each Bidder.

**Proposed Bidder Per Diem Tables**

The Contractor will be responsible for all travel costs and living expenses associated with Regional Task Authorizations, if applicable.

		Initial Contract Period Date of Award - March 31, 2016				
		(A)**	(B)**	(C)	(D)	A x D
Category of Personnel and Level		Estimated Number of Days	Ceiling Per Diem Rate from SA	% Discount	Firm Per Diem Rate	Estimated Total
B.5. Business Process Re-engineering (BPR) Consultant		250	\$	%	\$	\$
B.10. Help Desk Specialist		500	\$	%	\$	\$
<b>Total Estimated Initial Contract Cost:</b>						<b>\$ &lt;TBD&gt;</b>



Option #1 Contract Period April 1, 2016 - March 31, 2017						
		(A)**	(B)**	(C)	(D)	A x D
Category of Personnel and Level		Estimated Number of Days	Ceiling Per Diem Rate from SA	% Discount	Firm Per Diem Rate	Estimated Total
B.10. Help Desk Specialist		750	\$	%	\$	\$
Total Estimated Initial Contract Cost:						\$ <TBD>

Option #2 Contract Period April 1, 2017 - March 31, 2018						
		(A)**	(B)**	(C)	(D)	A x D
Category of Personnel and Level		Estimated Number of Days	Ceiling Per Diem Rate from SA	% Discount	Firm Per Diem Rate	Estimated Total
B.10. Help Desk Specialist		750	\$	%	\$	\$
Total Estimated Initial Contract Cost:						\$ <TBD>

**(a) Professional Services:**

The Contractor will be paid in accordance with the Basis of Payment detailed in this Annex "B" for Work performed pursuant to the Contract. The rates in Annex B will not exceed the Firm Per Diem Rates set out in the Standing Offer/Supply Arrangement.

**(b) Definition of a Day/Proration:**

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

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

**(c) GST/HST:**

(i) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

(ii) The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

(iii) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

#### Basis of Selection

The Method of Selection to issue the resulting Contract is **Proposal - Best Overall Value**

The technically responsive proposal that obtains the highest combined rating of technical merit and price, e.g. adding the technical score with the financial score to result in a Total Score, will be recommended for award of a Contract. Best Value shall be defined as the highest Total Score.

The total possible technical score is **60** while the total financial score is **40**. Where two or more proposals achieve the identical highest combined technical (60%) and financial (40%) score, the proposal with the **lowest total price** will be recommended for award of a TA Contract.

*For each proposal:*

**Calculation of Technical Score:** the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 60.

$$\text{TECHNICAL SCORE} = \frac{\text{Bidder's TECHNICAL SCORE}}{\text{Total Possible TECHNICAL SCORE}} \times 60$$

**Calculation of Financial Score:** the financial score is calculated by giving full points (40) to the lowest priced responsive proposal based on the proposal's **Total Average Estimated Cost (for both categories)** and prorating all other responsive proposal financial scores accordingly.

The calculation used to determine points for all other Bidders (other than the lowest) will be Lowest TOTAL AVERAGE ESTIMATED COST (\$) divided by Bidder's TOTAL AVERAGE ESTIMATED COST, as follows:

$$\text{FINACIAL SCORE} = \frac{\text{Lowest TOTAL AVERAGE ESTIMATED COST (\$)}}{\text{Bidder's TOTAL AVERAGE ESTIMATED COST (\$)}} \times 40$$

**Calculation of Total Score:**

[Bidder's **TECHNICAL SCORE** (60%) + [Bidder's **FINANCIAL SCORE** (40%)] = Bidder's **TOTAL SCORE** (100%).

**The Number of Contracts to be awarded: one (1).**

## Method of Selection

The Method of Selection to issue the resulting Contract is **Highest Combined Rating of Technical Merit and Price.**

## MANDATORY REQUIREMENT

Any bid resource not meeting any one of the mandatory requirements in mandatory section below, will be deemed non-compliant and will not be given further consideration.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
<b>M1.</b>	Bidder <u>must</u> provide 2 (two) Client Project Reference Forms per Category by completing <b>Attachment 4.2: CLIENT PROJECT REFERENCE FORM</b>		
<b>M2.</b>	The bidder, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of <b>RELIABILITY</b> , issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).		
<b>M3.</b>	Bidder <u>must</u> provide a proposal clearly outlining Bidder's account management, issue management and resource selection practices, as described in the Point-Rated Criteria section.		
<b>M4.</b>	Bidder <u>must</u> complete the per diem rate tables for all categories and submit the financial bid separately.		

### Point-Rated Criteria

Only proposals that obtain the minimum overall passmark of 60% for the point-rated will be considered. The table below outlines how the points will be awarded. In order to obtain points Bidders must:

- a. Fill out 3 Client Project Reference Forms D1, D2, the forms are provided in Attachment 4.2.
- b. Submit a proposal outlining the following:

**B1 - Account Management Practice** - your client relationship management approach and related service levels; specify where the client/account manager for NEB would be located and how the client/account manager will keep abreast of NEB needs and inform the NEB of evolving market conditions; describe your process for timesheet submissions and invoicing.

**B2 - Issue Management Practice** - your issue resolution approach and related service levels (e.g. how quickly NEB could expect to have an on-site meeting when issues arise, how quickly a successful resource replacement can be put in place)

**B3 - Resource Selection and Related Services Practice** - how your organization will recruit, screen, propose, and retain resources for the NEB; specify service levels the NEB can expect.

Point-Rated Criteria		Max pts	Evaluation Guideline	Awarded points
<b>D1</b>	Bidder must provide a two (2)	<b>20</b>	Points will be awarded based on	

Point-Rated Criteria		Max pts	Evaluation Guideline	Awarded points
	completed Client Project Reference Form (D1) for a <b>Helpdesk Services</b> projects should describe the resources that were assigned and services provided.		degree of alignment with resource requirements outlined in this RFP and NEB's system development methods and technologies as described above.	
<b>D2</b>	Bidder must provide a two (2) completed Client Project Reference Form (D1) for <b>Business Process Re-engineering (BPR) Consultant</b> the projects should describe the resources that were assigned and services provided.	<b>20</b>	Points will be awarded based on degree of alignment with resource requirements outlined in this RFP, NEB technologies as described above, and scope and extent of the Reporting Solution.	
<b>B1</b>	Bidder's client account management based on the submitted proposal	<b>10</b>	Points will be awarded based on maturity of client account management process, ability of client manager to regularly meet in Calgary, maturity of timesheet and invoice management system, maturity of methods to keep abreast with changing client needs	
<b>B2</b>	Bidder's issue management ability based on the submitted proposal	<b>10</b>	Points will be awarded based on maturity of issue management processes, responsiveness to address potential issues, breadth and relevance of issues typically occurring on similar projects	
<b>B3</b>	Bidder's resourcing process based on the submitted proposal	<b>10</b>	Points will be awarded based on maturity of processes to recruit, place, and retain suitable candidates for clients	
<b>Awarded Score</b>				
<b>Maximum Corporate score</b>				<b>70</b>
<b>Minimum pass mark (60% overall)</b>				<b>36</b>

## Attachment 4.2: CLIENT PROJECT REFERENCE FORM

To demonstrate the bidder's ability to provide the required resources for similar project types in the appropriate category for the Calgary region, points will be allocated for each project type as per the Point-Rated Corporate Criteria.

Bidder must provide a two (2) Client Project Reference Form for each of the two (2) project types as per Rated Criteria D1 and D2. Note: the same client reference cannot be used more than once i.e. each project was for a different client. Work must have been completed within the last five (5) years, through Task Authorizations (or similar formal work authorizations or contracts).

Canada reserves the right to request the following documents as proof of experience; a copy of the signed Tasking Authorization form (or similar formal work authorization or contracts), a copy of the invoice, a copy of a signed worksheet, a copy of the contract, a copy of the resume or any other document, describing the work. Reference checks or Resume reviews may also be done to validate the referenced resources.

### CLIENT PROJECT REFERENCE FORM

#### D1 – Helpdesk Services Project Project #1

**Bidder Name:**

**Client Name:**

**Project Information:**

*In this section, please provide the project information associated with this project and resources assigned*

**Project Name:**

**Project Start Date:**

**Project End Date:**

**Number of billable days:**

**Resources Assigned (roles and their duration):**

**Scope and Description of Work:**

*In this section, please provide an overall project scope and IT professional consulting services that were provided.*

**Solicitation No.** 84084-15-0015

**Closing Date and Time:** March 26, 2015  
2:00 pm MST

**Client Reference Contact Information:**

*In this section, please provide the contact information of the client reference for this project.*

**Name:**

**Title:**

**Organization:**

**Telephone:**

**Email:**

**CLIENT PROJECT REFERENCE FORM**

**D1 – Helpdesk Services Project  
Project #2**

**Bidder Name:**

**Client Name:**

**Project Information:**

*In this section, please provide the project information associated with this project and resources assigned*

**Project Name:**

**Project Start Date:**

**Project End Date:**

**Number of billable days:**

**Resources Assigned (roles and their duration):**

**Scope and Description of Work:**

*In this section, please provide an overall project scope and IT professional consulting services that were provided.*

**Solicitation No.** 84084-15-0015

**Closing Date and Time:** March 26, 2015  
2:00 pm MST

**Client Reference Contact Information:**

*In this section, please provide the contact information of the client reference for this project.*

**Name:**

**Title:**

**Organization:**

**Telephone:**

**Email:**

**CLIENT PROJECT REFERENCE FORM**

**D2 - Business Process Re-engineering (BPR) Consultant  
Project #1**

**Bidder Name:**

**Client Name:**

**Project Information:**

*In this section, please provide the project information associated with this project and resources assigned*

**Project Name:**

**Project Start Date:**

**Project End Date:**

**Number of billable days:**

**Resources Assigned (roles and their duration):**

**Scope and Description of Work:**

**Solicitation No.** 84084-15-0015

**Closing Date and Time:** March 26, 2015  
2:00 pm MST

*In this section, please provide an overall project scope and IT professional consulting services that were provided.*

**Client Reference Contact Information:**

*In this section, please provide the contact information of the client reference for this project.*

**Name:**

**Title:**

**Organization:**

**Telephone:**

**Email:**

**CLIENT PROJECT REFERENCE FORM**

**D2 - Business Process Re-engineering (BPR) Consultant  
Project #2**

**Bidder Name:**

**Client Name:**

**Project Information:**

*In this section, please provide the project information associated with this project and resources assigned*

**Project Name:**

**Project Start Date:**

**Project End Date:**

**Number of billable days:**

**Resources Assigned (roles and their duration):**

**Scope and Description of Work:**

*In this section, please provide an overall project scope and IT professional consulting services that were provided.*



**Solicitation No.** 84084-15-0015

**Closing Date and Time:** March 26, 2015  
2:00 pm MST

**Client Reference Contact Information:**

*In this section, please provide the contact information of the client reference for this project.*

**Name:**

**Title:**

**Organization:**

**Telephone:**

**Email:**

**ANNEX "C" SECURITY REQUIREMENTS CHECK LIST**

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#1**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of **RELIABILITY**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

**C2. Attached Security Requirement Checklist**

 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat Common PS SRCL#1
	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 checked="" type="checkbox"/> No / Non <input 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 type="checkbox"/> No / Non <input checked="" 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 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 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 type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / 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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Contract Number / Numéro du contrat
Common PS SRCL#1
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  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  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
Non  Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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  Yes  
Non  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  Yes  
Non  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  Yes  
Non  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  Yes  
Non  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  Yes  
Non  Oui

TBS/SC 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Contract Number / Numéro du contrat
Common PS SRCL#1
Security Classification / Classification de sécurité UNCLASSIFIED

**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	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI / IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
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).





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat Common PS SRCL#1
Security Classification / Classification de sécurité UNCLASSIFIED

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>Robert Leman</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 March 20, 2012
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 26-MARCH-2012

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

## ANNEX "D" TASK AUTHORIZATION FORM

TASK AUTHORIZATION			
Contractor: _____		Contract Number: _____	
Commitment Number: _____		Financial Coding: _____	
Task Number: _____		Date: _____	
<b>TA Request</b> (For completion by Technical Authority)			
<b>1. Description of Work to be Performed</b>  <p style="text-align: center;"><b>Statement of Work</b> [Insert details]</p> <p style="text-align: center;"><b>Description of any Deliverable(s) required</b> (including the required format and media)</p> <p>[Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract]</p>			
<b>2. PERIOD OF SERVICES</b>		<b>From:</b> _____	<b>To:</b> _____
<b>3. Work Location</b>		[Indicate where the work will be performed]	
<b>4. Travel Requirements</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____	
<b>5. Other Conditions /Restrains</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____	
<b>6. Task Proposal ( insert rows as required) Check (☐):</b>		Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/> \$ _____
<b>7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL</b>			
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other			
<b>8. BILINGUALISM (if applicable)</b>			
		<input type="checkbox"/> YES	<input type="checkbox"/> NO
List of the categories of personnel for whom the bilingualism is required: [List the categories of personnel requiring bilingualism]			
<b>TA Proposal</b>			

[For completion by Contractor]				
<b>9. Estimated Cost Contract</b> <Insert additional rows as required>				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
<b>Professional services estimated cost</b>	<b>Total</b>			<u>&lt;TBD&gt;</u>
	<b>GST</b>			
	<b>Grand Total</b>			
<b>Travel &amp; Living</b>	<b>Estimated Cost</b>			
	<b>GST</b>			
	<b>Total Travel &amp; Living Cost</b>			
<b>Grand Total for Labour and Travel</b>				<u>&lt;TBD&gt;</u>
<b>TA Approval</b>				
<b>10. Signing Authorities</b>				
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]		Contractor		Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the <Client Department> [Insert de Name of the Client Department] [type or print]		<Client Department>		Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of PWGSC [type or print]		PWGSC		Date
<b>11. Basis of Payment &amp; Invoicing</b>				
<p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>				



**ANNEX "E" BIDDER'S INSTRUCTIONS****E1. Bidder's Instructions****ENQUIRIES – SOLICITATION PERIOD**

(a) **Where to Direct Enquiries:** To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified below. Failure to comply with the request may result in the bid being declared non-responsive.

**Contracting Authority:**

Steve Whiteduck

E-mail Address: [steve.whiteduck@neb.gc.ca](mailto:steve.whiteduck@neb.gc.ca)

Phone Number: (403) 613-8085

Facsimile: (403) 299-3637

(b) **Time for Making Enquiries:** Enquiries should be submitted as early as possible during the bidding period. Enquiries should be received by the Contracting Authority no later than **March 25, 2015 2:00pm MST** to ensure sufficient time to provide a response. Canada makes no commitment to provide answers to questions submitted after such time.

(c) **Enquiries to be in Writing:** All enquiries should be submitted in writing.

(d) **Content of Enquiries:** Bidders should reference as accurately as possible the numbered item of the 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 should 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.

(e) **Canada's Response to Enquiries:** To ensure consistency and quality of information provided to Bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to Bidders to which the bid solicitation has been sent, without revealing the source of the enquiries. Bidders should make enquiries as early as possible and should not make assumptions regarding the nature of the requirements of this solicitation.

**E2. Submission Instructions****Response due date and time**

Responses are to be sent by email to:

Name: Steve Whiteduck

E-mail [steve.whiteduck@neb-one.gc.ca](mailto:steve.whiteduck@neb-one.gc.ca)

Phone : (403) 613-8085

**On or before 2:00 PM On March 26, 2015 Time Zone: MST (Calgary Time)**

**Potential Suppliers**

This requirement is open to:

**ONLY** the following **Tier 1** SA Holders of TBIPS SA in the Calgary Region:

**List of Invited suppliers**

1. Adirondack Information Management Inc., Amita Corporation, Artemp Personnel Services Inc., the AIM Group Inc. in JOINT VENTURE
2. Alika Internet Technologies Inc.
3. Conoscenti Technologies Inc.
4. Excel Human Ressources Inc.
5. Hays Specialist Recruitment (Canada) Inc.
6. Makwa Resourcing Inc., TPG Technology Consulting Ltd. in JOINT VENTURE
7. Maplesoft Consulting Inc.
8. Nexus Systems Group Inc.
9. Nova Networks Inc.
10. Pricewaterhouse Coopers LLP
11. RainMakers Consulting Services Inc.
12. S.i. Systems Ltd.
13. Sierra Systems Group Inc.
14. SYSTEMATIX SOLUTIONS TI INCLSYSTEMATIX IT SOLUTIONS INC
15. Trinetra Systems Inc.

**Bids are to be sent by Electronic Mail only to the designated representative listed above.**

## ANNEX "F" - BID SUBMISSION FORM

<i>(to be filled in by Bidder)</i>		
<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i>		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	As per TBIPS Holder Supply Arrangement.	
<b>Former Public Servants</b>  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"	
<b>Canadian Content Certification</b>  As described in the solicitation, bids with at least 80% Canadian content are being given a preference.  [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
<b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b>  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	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :	
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	

<p>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>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;</p> <p>OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p><b>Security Clearance Level of Bidder</b></p> <p><i>[include both the CISD security clearance number, level and the date it was granted]</i></p>		
<p><b>Security Clearance Level of Bidder's Individual Resources</b> <i>[add additional resources on another page, if required]</i></p> <p>i. Name of Individual as it appears on security clearance application:</p> <p>ii. Level of security clearance obtained and expiry date:</p> <p>iii. Security Screening Certificate and Briefing Form file number</p>	<p>i.</p>	
	<p>ii.</p>	
	<p>iii.</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"> <li>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
<p><b>Signature of Authorized Representative of Bidder</b></p>		

**Attachment 5.1: Certification at bid closing****CERTIFICATIONS PRIOR TO BID CLOSING**

Note to Bidders: The certifications listed below should be completed, signed (1 signature block at the end of this Annex) and submitted with the bid but may be submitted afterwards. If any of these required certifications are not completed, signed or 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.

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

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY (FCP-EE)****5.1 FCP-EE for requirements estimated over \$200,000**

**5.1.1** The Federal Contractors Program for Employment Equity (FCP-EE) requires that some organizations bidding for federal government contracts, \$200,000 or more, make a formal commitment to implement employment equity, as a condition precedent to the contract award. If the bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.

**Note:** Contractors that have been declared “Ineligible Contractors” by Human Resources Development Canada-Labour (HRDC-Labour) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations (currently at \$25,000), either as a result of a finding of non-compliance by HRDC-Labour, or following their voluntary withdrawal from the Program for a reason other than the reduction in their workforce. Any bid from ineligible contractors will not be considered for award.

**5.1.2** The bidder is required to certify to its status with FCP-EE, as follows:

The bidder:

is not subject to FCP-EE, having a workforce of less than 100 persons in Canada,

is not subject to FCP-EE, being a regulated employer under the Employment Equity Act;

is subject to the requirements of FCP-EE, having a workforce of 100 persons or more, but has not previously obtained a certificate number from HRDC-Labour, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is provided herewith (attached);

is subject to FCP-EE, and has a valid certification number as follows: \_\_\_\_\_ (e.g. has not been declared “Ineligible Contractor” by HRDC-Labour).

**5.1.3** If the bidder does not fall within the exceptions enumerated in 2. (a) or (b), the Program requirements do apply, and as such, the bidder is required to submit a Certificate of

Commitment DULY SIGNED as referenced below or a valid Certificate number confirming its adherence to the FCP-EE.

5.1.4 The bidder acknowledges that the Minister shall rely on this certification to award the contract. Should verification by the Minister disclose a misrepresentation on the part of the bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default.

5.1.5 In all cases, the bidder is required to produce evidence or supporting information on demand prior to contract award, if such evidence is not included with its bid.

**5.2 FORMER PUBLIC SERVANT CERTIFICATION**

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

**5.2.2 Definitions**

For the purposes of this clause,

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

Police and includes:

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

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

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

**5.2.3 Former Public Servant in Receipt of a Pension**

Is the Bidder a FPS in receipt of a pension as defined above?

YES ( ) NO ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;

- (b) date of termination of employment or retirement from the Public Service.

**CERTIFICATIONS**

**1. CERTIFICATION OF EDUCATION AND EXPERIENCE**

"We hereby certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the DFO reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the Minister may consider appropriate."

**2. CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL**

Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from Contract award, or within the time specified in the RFP, and will remain available to perform the work in relation to the fulfillment of the requirement. Any proposed substitution after the proposal has been submitted but before issuance of Contract may result in the re-evaluation of the proposal. Once the Contract is issued, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

**3. STATUS OF PERSONNEL:**

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority. As well, the Bidder hereby certifies that the proposed person is aware that overtime may be required and is willing to comply. During the proposal evaluation, the Bidder must upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Bidder fails to comply with such a request, its proposal will be considered non-compliant.

**Certification**

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

"Canada will declare a bid non-responsive if this certification is not completed and submitted as requested."

**All Bidders to sign, provide name, title, and date:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)