

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet Informatics Professional Services	
Solicitation No. - N° de l'invitation 24062-150208/A	Date 2015-09-29
Client Reference No. - N° de référence du client 24062-150208	
GETS Reference No. - N° de référence de SEAG PW-SEL-632-29516	
File No. - N° de dossier 632el.24062-150208	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-02	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lapalme, Francis	Buyer Id - Id de l'acheteur 632el
Telephone No. - N° de téléphone (819) 956-5181 ()	FAX No. - N° de FAX (819) 956-5925
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TREASURY BOARD OF CANADA, SECRETARIAT Receiving Room P.155 300 LAURIER AVE WEST OTTAWA Ontario K1A0R5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

Solicitation No. - N° de l'invitation

24062-150208/A

Amd. No. - N° de la modif.

File No. - N° du dossier

632e124062-150208

Buyer ID - Id de l'acheteur

632e1

CCC No./N° CCC - FMS No/ N° VME

24062-150208

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BID SOLICITATION

FOR CONTRACTS AGAINST A SUPPLY ARRANGEMENT

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

FOR

**VARIOUS INFORMATICS PROFESSIONAL SERVICES CATEGORIES
(SEE HEREIN)**

REQUESTED BY

TREASURY BOARD OF CANADA SECRETARIAT

This document contains a security requirement.

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List of Annexes to the Resulting Contract:

Annex A - Statement of Work

Appendix A to Annex A – Tasking Assessment Procedure

Appendix B to Annex A - Task Authorization Form

Appendix C to Annex A - Resources Assessment Criteria and Response Table

Appendix D to Annex A – Certifications at the TA Stage

Annex B - Basis of Payment

Annex C - Security Requirements Check List

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

Attachment A – Bid Submission Form

Attachment B – Bid Evaluation Criteria

Attachment C – Financial Bid

List of Attachment to Part 5 (Certifications):

Attachment D – Declaration Form

Attachment E – Federal Contractors Program for Employment Equity - Certification

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to this bid solicitation # 24062-150208/A. It is divided into seven parts plus attachments and annexes, as follows:

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

The annexes include the Statement of Work and any other annexes.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Treasury Board of Canada Secretariat (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of up to two (2) contracts in each of two (2) Workstreams, with each contract purchasing Work from only one Workstream. Each contract will be for three (3) years plus one (1) *one-year* irrevocable options allowing Canada to extend the term of the contract.
- (c) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) For services requirements, Bidders in receipt of a pension or a lump sum payment are to provide the required information as detailed in article 2.4 of Part 2 of the bid solicitation. Bidders are requested to include this information in the Bid Submission Form.
- (e) 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 Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA), and the Agreement on Internal Trade (AIT).
- (f) There is a Federal Contractor's Program (FCP) for employment equity requirement associated with this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named "Federal Contractor's Program for Employment Equity – Certification."

- (g) Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003, whichever is applicable to this bid solicitation.
- (h) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2, in all Resource Categories of a Workstream and in the National Capital Region under the EN578-055605 series of SAs are eligible to compete. The TBIPS SA 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.
- (i) 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.
- (j) For each Workstream, the Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

WORKSTREAM 1

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
ERP Functional Analyst	LEVEL 3	12
ERP System Analyst	LEVEL 3	8
ERP Technical Analyst	LEVEL 3	4
ERP Programmer/Analyst	LEVEL 3	3
Business Transformation Architect	LEVEL 3	3
Courseware Developer	LEVEL 3	3

WORKSTREAM 2

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
IT Security TRA and C&A Analyst	LEVEL 3	1
PIA Specialist	LEVEL 3	1
Data Conversion Specialist	LEVEL 3	2
IM Architect	LEVEL 3	1
Change Management Consultant	LEVEL 3	2
Enterprise Architect	LEVEL 3	1
Project Executive	LEVEL 3	2

Project Coordinator	LEVEL 3	3
Project Manager	LEVEL 3	2

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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (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(s).
- (c) The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
 - 3. List of Names
 - a. 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(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
 - b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- (e) Subsection 5(4) of 2003, Standard Instructions – Goods and Services – Competitive Requirements is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: 180 days

2.2 Submission of Bids

- (a) **Location and Time for Delivery of Bid:** Due to the nature of this solicitation, bids submitted by facsimile or electronic mail will not be accepted. Bids must not be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

Bids must be delivered to the following location, by the time and date indicated below:

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

Solicitation Closes:

At 02:00 PM on 2015 11 02 Time Zone: Eastern Standard Time EST

Bid Receiving Unit Address is Solely for Delivery of Bids: The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

2.3 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.

2.4 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 awarded to FPSs, 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.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Volumetric Data

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

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

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

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

- (d) **Submission of Only One Bid :**

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified. *A single bid may contain bids to be awarded a contract in one or more Workstreams. However, a bid may not contain a bid from the Bidder and its related entities to be awarded more than one contract in any given Workstream.*
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "**related**" to a Bidder 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.
- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

(e) Joint Venture Experience:

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

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 service, 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 criterion, 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.

- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total 100 billable days.

- iv. 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 bid solicitation period.

3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment "A" 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 and the Bidder's Procurement Business Number, 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 "B", 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 resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment "B", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iii) **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been commenced by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.
- (iv) **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment "B". The same individual must not be proposed for more than one Resource Category *or more than one Workstream*. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation

- or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- (D) For work experience, PWGSC will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- (v) **Customer Reference Contact Information:**
- (A) In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by PWGSC, the facts identified in the Bidder's bid, as required by Attachment "B".
- (B) The form of question to be used to request confirmation from customer references is as follows:
- [Sample Question to Customer Reference: "Has [the bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"*
- Yes, the bidder has provided my organization with the services described above.

___ *No, the bidder has not provided my organization with the services described above.*

___ *I am unwilling or unable to provide any information about the services described above.*

- (C) For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Financial Bid provided in Attachment "C". 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 quoted 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, 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. Failure to abide with this condition will result in a bid considered non-responsive.
- (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

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

ATTACHMENT A
BID SUBMISSION FORM

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

<p>Security Clearance Level of Bidder</p> <p>[include both the level and the date it was granted]</p> <p>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		

ATTACHMENT B
BID EVALUATION CRITERIA

(SEE ATTACHED HERETO)

ATTACHMENT C
FINANCIAL BID

Note to Bidders: Only complete the set of tables to the workstream for which the proposal is being submitted.

WORKSTREAM 1

INITIAL CONTRACT PERIOD (3 YEARS)		
Resource Category	Level of Expertise	Firm Per Diem Rate or Lower Median Band limit Rate whichever is higher
ERP Functional Analyst	Level 3	\$
ERP System Analyst	Level 3	\$
ERP Technical Analyst	Level 3	\$
ERP Programmer/Analyst	Level 3	\$
Business Transformation Architect	Level 3	\$
Courseware Developer	Level 3	\$

OPTION PERIOD 1 (1 YEAR)		
Resource Category	Level of Expertise	Firm Per Diem Rate or Lower Median Band limit Rate whichever is higher
ERP Functional Analyst	Level 3	\$
ERP System Analyst	Level 3	\$
ERP Technical Analyst	Level 3	\$
ERP Programmer/Analyst	Level 3	\$
Business Transformation Architect	Level 3	\$
Courseware Developer	Level 3	\$

WORKSTREAM 2

INITIAL CONTRACT PERIOD (3 YEARS)		
Resource Category	Level of Expertise	Firm Per Diem Rate or Lower Median Band limit Rate whichever is higher
IT Security TRA and C&A Analyst	Level 3	\$
PIA Specialist	Level 3	\$
Data Conversion Specialist	Level 3	\$
IM Architect	Level 3	\$
Change Management Consultant	Level 3	\$
Enterprise Architect	Level 3	\$
Project Executive	Level 3	\$
Project Coordinator	Level 3	\$
Project Manager	Level 3	\$

OPTION YEAR 1 (1 YEAR)		
Resource Category	Level of Expertise	Firm Per Diem Rate or Lower Median Band limit Rate whichever is higher
IT Security TRA and C&A Analyst	Level 3	\$
PIA Specialist	Level 3	\$
Data Conversion Specialist	Level 3	\$
IM Architect	Level 3	\$
Change Management Consultant	Level 3	\$
Enterprise Architect	Level 3	\$
Project Executive	Level 3	\$
Project Coordinator	Level 3	\$
Project Manager	Level 3	\$

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
- (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
- (A) verify any or all information provided by the Bidder in its bid; or
- (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,
- the Bidder must provide the information requested by Canada within three (3) working days of a request by the Contracting Authority.
- (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

A separate technical evaluation will be conducted for each Workstream.

- (a) **Mandatory Technical Criteria:**
- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) The mandatory technical criteria are described in Attachment "B".
- (b) **Point-Rated Technical Criteria**
- (i) 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.
- (ii) The rated requirements are described in Attachment "B".
- (c) **Number of Resources Evaluated:**

Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled “Task Authorization”. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form’s Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract’s Statement of Work in accordance with Appendix C to Annex A.

(d) **Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- (ii) If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (v) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.3 Financial Evaluation

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

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

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

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

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

TABLE 1 - MAXIMUM POINTS ASSIGNED				
RESOURCE CATEGORIES	LEVEL OF EXPERTISE	INITIAL CONTRACT PERIOD (3 YEARS)	OPTION PERIOD 1 (1 YEAR)	TOTAL POINTS
WORKSTREAM 1				
ERP Functional Analyst	Level 3	240	40	280
ERP System Analyst	Level 3	160	20	180
ERP Technical Analyst	Level 3	80	15	95
ERP Programmer/Analyst	Level 3	60	10	70
Business Transformation Architect	Level 3	60	10	70
Courseware Developer	Level 3	60	10	70
TOTAL WORKSTREAM 1		660	105	765
WORKSTREAM 2				
IT Security TRA and C&A Analyst	Level 3	20	10	30
PIA Specialist	Level 3	20	10	30
Data Conversion Specialist	Level 3	40	10	50
IM Architect	Level 3	20	10	30
Change Management Consultant	Level 3	40	10	50
Enterprise Architect	Level 3	20	10	30
Project Executive	Level 3	40	20	60

Project Coordinator	Level 3	60	10	70
Project Manager	Level 3	40	10	50
TOTAL WORKSTREAM 2		300	100	400

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

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

TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A:							
Resource Category	Max. Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
TOTAL	300						
STEP 1 - Establishing the lower and upper median band limits for each year and each resource category							
(Median 1)	For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.						
(Median 2)	For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.						
(Median 3)	For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.						
(Median 4)	For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.						
(Median 5)	For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.						
(Median 6)	For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.						
STEP 2 - Points Allocation:							
Bidder 1:							
Programmer Year 1 = 75 points (lowest rate within the lower and upper median band limits)							
Programmer Year 2 = 75 points (lowest rate within the lower and upper median band limits)							
Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits)							
Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)							
Project Manager Year 1 = 0 points (outside the lower and higher median band limits)							
Project Manager Year 2 = 22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)							
Bidder 2:							
Programmer Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's							

Programmer Year 2 =	proposed rate of \$420.00) Multiplied by 75 pts) 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1 =	50 points (lowest price within the lower and upper median band limits)
Business Analyst Year 2 =	48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
Project Manager Year 1 =	23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
Project Manager Year 2 =	25 points (lowest price within the lower and upper median band limits)
Bidder 3:	
Programmer Year 1 =	66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Programmer Year 2 =	66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1 =	46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts)
Business Analyst Year 2 =	0 points (outside the lower and higher median band limits)
Project Manager Year 1 =	25 points (lowest price within the lower and upper median band limits)
Project Manager Year 2 =	25 points (lowest price within the lower and upper median band limits)
STEP 3 - Financial Score:	
Bidder 1:	$75 + 75 + 50 + 50 + 0 + 22.22 =$ Total Financial Score of 272.22 points out of a possible 300 points
Bidder 2:	$71.43 + 67.67 + 50 + 48.39 + 23.33 + 25 =$ Total Financial Score of 284.82 points out of a possible 300 points
Bidder 3:	$66.67 + 66.67 + 46.15 + 0 + 25 + 25 =$ Total Financial Score of 229.49 points out of a possible 300 points

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

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

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

TABLE 3 - EXAMPLE OF THE AVERAGE COMPARISON IN METHOD B:				
STEP 1				
Resource Category	Bidder 1		Bidder 2	
	Year 1	Year 2	Year 1	Year 2
Programmer	\$800.00	\$800.00	\$850.00	\$900.00

Business Analyst	\$1,000.00	\$1,000.00	\$1,400.00	\$1,650.00
Project Manager	\$1,200.00	\$1,200.00	\$1,300.00	\$1,650.00
Total	\$3,000.00	\$3,000.00	\$3,550.00	\$4,200.00
Total Average Rate (Total divided by 3 Resource Categories)	\$1,000.00	\$1,000.00	\$1,183.33	\$1,400.00
lower	\$1,000.00	\$1,000.00		
higher			\$1,183.33	\$1,400.00
higher minus lower divided by lower equals a Delta Percentage			18.3%	40%

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

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

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

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

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

TABLE 4 - MAXIMUM POINTS ASSIGNED				
RESOURCE CATEGORIES	LEVEL OF EXPERTISE	INITIAL CONTRACT PERIOD (3 YEARS)	OPTION PERIOD 1 (1 YEAR)	TOTAL POINTS
WORKSTREAM 1				
ERP Functional Analyst	Level 3	240	40	280
ERP System Analyst	Level 3	160	20	180
ERP Technical Analyst	Level 3	80	15	95
ERP Programmer/Analyst	Level 3	60	10	70
Business Transformation Architect	Level 3	60	10	70
Courseware Developer	Level 3	60	10	70
TOTAL WORKSTREAM 1		660	105	765
WORKSTREAM 2				
IT Security TRA and C&A Analyst	Level 3	20	10	30
PIA Specialist	Level 3	20	10	30

Data Conversion Specialist	Level 3	40	10	50
IM Architect	Level 3	20	10	30
Change Management Consultant	Level 3	40	10	50
Enterprise Architect	Level 3	20	10	30
Project Executive	Level 3	40	20	60
Project Coordinator	Level 3	60	10	70
Project Manager	Level 3	40	10	50
TOTAL WORKSTREAM 2		300	100	400

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

(e) Substantiation of Professional Services Rates

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

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

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

(f) **Formulae in Pricing Tables**

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

4.4 Basis of Selection

Selection Process: The following selection process will be conducted for each Workstream:

- (a) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (b) The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.
- (i) Calculation of Total Technical Score: For each Workstream the Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:
- $$\frac{\text{Technical Score}}{\text{Maximum Technical Points (Bidders, please refer to the maximum technical points for each Workstream at Attachment B)}} \times 60 = \text{Total Technical Score}$$
- (ii) Calculation of Total Financial Score: For each Workstream the Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:
- $$\frac{\text{Financial Score}}{\text{Total Maximum Points Assigned (Bidders, please refer to the total maximum points assigned for each Workstream)}} \times 40 = \text{Total Financial Score}$$
- (iii) Calculation of the Total Bidder Score: For each Workstream the Total Bidder Score will be computed for each responsive bid in accordance with the following formula:
- $$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$
- (c) In the event of identical Total Bidder Scores occurring within a given Workstream, then the bid with the highest Total Financial Score will become the top-ranked bidder.
- (d) **Contract Funding Allocation:** Where for a Workstream more than one contract is awarded, each contract issued for that particular Workstream will be issued with an amount of funding specified in the article titled "Limitation of Expenditure" calculated based on the following:
- (i) when one contract is awarded, the amount of the Limitation of Expenditure will be determined at Canada's discretion;
- (ii) where two contracts are awarded, the amount of the Limitation of Expenditure of each contract will be determined in accordance with the following:
- (A) the Bidder with the highest Total Bidder Score will receive 99% of the funding initially allocated to that Workstream; and

- (B) the Bidder with the next highest Total Bidder Score will receive 1% of the funding initially allocated for that Workstream.
- (e) A maximum of two (2) contracts per Workstream may be awarded in total as a result of this solicitation.
- (f) 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.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless stated otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with Bid

Bidders must submit the following duly completed certifications as part of their bid.

I. Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Attachment D, Declaration Form, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

I. Integrity Provisions - List of names

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.
- (b) Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the names of the owner(s).
- (c) Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

II. Federal Contractors Program for Employment Equity - Bid Certification

- (a) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.
- (b) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.
- (c) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

- (d) The Bidder must provide the Contracting Authority with a completed Attachment E, 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 Attachment Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

III. Submission of Only One Bid

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other bidder.

Attachment D - Declaration Form

Declaration Form	
(This declaration form must be submitted as part of the bidding process. Please complete and submit in a sealed envelope labelled "Protected" to the attention of Integrity, Departmental Oversight Branch, PWGSC and include the sealed envelope with your bid submission)	
Complete Legal Name of Company:	
Company's address:	
Company's Procurement Business Number (PBN):	
Solicitation Number:	
Date of Bid: (YY-MM-DD)	

Have you ever, as the bidder, your affiliate or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions ¹ :			
	Yes	No	Comments
Financial Administration Act 80 (1) d): False entry, certificate or return 80 (2): Fraud against Her Majesty 154.01: Fraud against Her Majesty Criminal Code 121: Frauds on the government and contractor subscribing to election fund 124: Selling or Purchasing Office 380: Fraud – committed against Her Majesty 418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions ¹ :			
Criminal Code 119: Bribery of judicial officers,... 120: Bribery of officers 346: Extortion 366 to 368: Forgery and other offences resembling forgery 382: Fraudulent manipulation of stock exchange transactions 382.1: Prohibited insider trading 397: Falsification of books and documents 422: Criminal breach of Contract 426: Secret commissions 462.31 Laundering proceeds of crime 467.11 to 467.13: Participation in activities of criminal organization Competition Act 45: Conspiracies, agreements or arrangements between competitors 46: Foreign directives 47: Bid rigging 49: Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

¹ for which no pardon or equivalent has been received.

	Yes	No	Comments
52: False or misleading representation 53: deceptive notice of winning a prize			
Corruption of Foreign Public Officials Act 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	
Controlled Drugs and Substance Act 5: Trafficking in substance 6: Importing and exporting 7: production of substance	<input type="checkbox"/>	<input type="checkbox"/>	
Other Acts 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comment

I, (name) _____, (position) _____, of (company name bidder) _____ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

I, (name) _____, (position) _____, of (company name bidder) _____ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

ATTACHMENT E
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION**

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
 - A2. The Bidder certifies being a public sector employer.
 - A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
 - A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

6.2 Financial Capability

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes providing professional services as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) The Contractor acknowledges that two (2) contracts have been issued (one to the Primary Contractor and one to the Back-up Contractor). Canada makes no commitment of exclusivity with respect to any professional services that are within the scope of this Contract. As provided for within this Contract, Canada is not obliged to request any goods or services under this Contract.

Note to Bidders: Article 7.1(b) will be deleted if one contract is awarded.

- (c) **Client:** Under the Contract, the "**Client**" is Treasury Board of Canada Secretariat.
- (d) **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.
- (e) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Allocation of Task Authorizations:** More than one contract has been awarded for this requirement. As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with the following:
- (i) At the time this series of contracts was awarded, each contractor was allocated an amount of funding as specified in the Limitation of Expenditure in respect of Task Authorizations based on the evaluation process described in the bid solicitation that resulted in the award of this series of contracts.
 - (ii) Canada will use a rotational method to allocate the draft Task Authorizations, where the rotation is based on the amount of funding remaining under each of the respective contracts.

- (iii) Canada will send the first draft Task Authorization to the contractor with the greatest value of funding under its contract. If more than one contractor has the same value, it will be assigned to the contractor ranked first as determined under the evaluation process in the bid solicitation that resulted in the award of this series of contracts.
- (iv) The contractor sent a draft TA will have the time set out further below under the subparagraph entitled "Contractor's Response to Draft Task Authorization" to respond to the Contracting Authority.
- (v) If the contractor to whom the draft TA is first sent either fails to respond on time or confirms in writing that it refuses to perform the task, the draft TA will then be forwarded to the contractor with the next-greatest balance remaining of allocated funding. In the event that Canada determines the proposed resource(s) does not meet the minimum experience or other requirements of the categories identified in the draft TA, Canada will send the draft TA to the contractor with the next-greatest balance remaining of allocation funding.
- (vi) The process of sending out a draft TA to the contractor with the greatest balance remaining will continue until Canada either cancels the requirement for the task or it has been validly issued to one of the contractors. If none of the contractors can perform the task (in accordance with all the terms and conditions of this series of contracts), Canada may acquire the required Work by other means.
- (vii) Once the Task Authorization is issued, for the purposes of calculations for the allocation of Task Authorizations, the value of that Task Authorization (and the value of any subsequent amendment to that TA) will be subtracted from the funding allocated to that contractor.
- (viii) When the next requirement to perform a task is identified, it will be sent to the contractor with the greatest balance remaining of allocated funding. If more than one contractor has the greatest balance remaining of allocated funds (i.e., several contractors have equal amounts of allocated funding), the draft TA will be sent to the contractor among them that ranked highest under the bid solicitation evaluation process. If any contract in this series of contracts is amended to add funding for Task Authorizations, all the remaining contracts (i.e., all contracts that have not previously been terminated) will be amended to add funding in amounts proportionate to the funding initially provided under each contract for Task Authorizations (e.g., if three contracts were awarded with \$2M, \$1M and \$750,000 in funding for Task Authorizations respectively, and \$200,000 is added to the first contract, then \$100,000 will be added to the second contract and \$75,000 will be added to the third).

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

- (c) **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A,B, C and D of Annex A.
- (d) **Form and Content of draft Task Authorization:**
 - (i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B to Annex A.
 - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
 - (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;
 - (D) the categories of resources and the number required;

- (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days of effort required;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the level of security clearance required of resources;
 - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (M) any other constraints that might affect the completion of the task.
- (e) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- (f) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
To be validly issued, a TA must include the following signatures:
- (i) for any TA, inclusive of revisions, with a value less than or equal to \$300,000.00 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
 - (ii) for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and 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 TA's at any time, or reduce the dollar value threshold described in subarticle (i) above; any suspension or reduction notice is effective upon receipt.
- (g) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted 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) 1st quarter: April 1 to June 30;
- (B) 2nd quarter: July 1 to September 30;
- (C) 3rd quarter: October 1 to December 31; and
- (D) 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

- (iii) Each report must contain the following information for each validly issued TA (as amended):
 - (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - (B) a title or a brief description of each authorized 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 validly issued TA of each task, exclusive of Applicable Taxes;
 - (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - (F) the start and completion date for each authorized task; and
 - (G) the active status of each authorized task, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TA's (as amended):
 - (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TA's; and
 - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TA's.
- (h) **Refusal of Task Authorizations or Submission of a Response which is not Valid:** 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. For greater clarity, each draft TA, which is identifiable by its task number, will only count as one instance. A valid response is one that is submitted within the required time period and meets all requirements of the draft TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the draft TA at pricing not exceeding the rates set out in Annex B.
- (i) **Consolidation of TA's 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 TA's for administrative purposes.

7.3 Minimum Work Guarantee

- (a) In this clause,
 - (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding Applicable Taxes); and

- (ii) **"Minimum Contract Value"** means 3% of the Maximum Contract Value on the date the contract is first issued or \$20,000.00, whichever is the lowest.
- (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 subarticle (c), subject to subarticle (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
 - (i) for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

- (i) 2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

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

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

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

- (A) Section 15, Ownership of Developed Custom Software of Supplemental General Conditions 4002 incorporated by reference above is deleted in its entirety.
- (ii) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
apply to and form part of the Contract.

7.5 Security Requirement

The following security requirement (SRCL #19 and related clauses) as set out under Annex "B" to the Supply Arrangement applies to and forms part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

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

7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends three (3) years later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one-year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Francis Lapalme
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Informatics and Telecommunications Systems Procurement Directorate
Address: 11 Laurier St., Gatineau, Québec
Telephone: 819-956-5181
E-mail address: francis.lapalme@tpsgc-pwgsc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is: **(To be completed at contract award)**

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

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

(c) Contractor's Representative

(To be completed at contract award)

7.8 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.9 Payment

(a) Basis of Payment

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iii) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later

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

- (iv) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.
- (b) **Limitation of Expenditure – Cumulative Total of all Task Authorizations**
- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are excluded and Applicable Taxes are extra.
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (A) when it is 75 percent committed, or
- (B) 4 months before the contract expiry date, or
- (C) As soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- (iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. 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) **Payment Credits**

(i) **Failure to Provide Resource:**

- (A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (B) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
- (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 - (2) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund

(the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

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

7.10 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 electronic invoices via email to the Technical Authority and a copy to the Contracting Authority.

7.11 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid, any TA quotation and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification, or fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.12 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 Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

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

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) Supplemental General Conditions, in the following order:
 - (i) Amended 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
 - (ii) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2015-07-03);
- (d) Annex A, Statement of Work - Annex A including its Appendices as follows:
 - (i) Appendix A to Annex A - Tasking Assessment Procedure;
 - (ii) Appendix B to Annex A - Task Authorization (TA) Form;
 - (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Table;
 - (iv) Appendix D to Annex A - Certifications at the TA stage;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any);
- (h) Supply Arrangement Number EN578-055605/xxx/EI (the "Supply Arrangement"); and
- (i) the Contractor's bid dated _____, as clarified on "or" as amended _____.

7.15 Foreign Nationals (Canadian Contractor)

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

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

7.15 Foreign Nationals (Foreign Contractor)

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

7.16 Insurance Requirements

- (a) **Compliance with Insurance Requirements**
 - (i) The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
 - (ii) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

- (iii) The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(b) **Commercial General Liability Insurance**

- (i) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (ii) The Commercial General Liability policy must include the following:
- (A) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (B) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (C) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (D) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (E) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (F) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (G) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (H) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (I) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (J) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (K) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- (L) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (M) Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(c) **Errors and Omissions Liability Insurance**

- (i) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (ii) If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (iii) The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.17 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 caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - (iii) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.

- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
- (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
- In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (c) **Third Party Claims:**
- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
 - (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.18 Joint Venture Contractor

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

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

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

7.19 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, 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 Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

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

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

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

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

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

7.20 Safeguarding Electronic Media

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

7.21 Representations and Warranties

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

7.22 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.

7.23 Identification Protocol Responsibilities

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

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

(SEE ATTACHED HERETO)

APPENDIX A TO ANNEX A
TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one

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

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. A mandatory criteria will not be considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

**APPENDIX B TO ANNEX A
TASK AUTHORIZATION FORM**

(SEE ATTACHED HERETO)

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

(SEE ATTACHED HERETO)

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

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

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

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

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

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

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

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

Print name of authorized individual & sign above

Date

4. CERTIFICATION OF LANGUAGE - ENGLISH

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

Print name of authorized individual & sign above

Date

ANNEX B
BASIS OF PAYMENT

1. Professional Services

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

WORKSTREAM 1

INITIAL CONTRACT PERIOD (3 YEARS)		
Resource Category	Level of Expertise	Firm Per Diem Rate
ERP Functional Analyst	Level 3	\$ TBD
ERP System Analyst	Level 3	\$ TBD
ERP Technical Analyst	Level 3	\$ TBD
ERP Programmer/Analyst	Level 3	\$ TBD
Business Transformation Architect	Level 3	\$ TBD
Courseware Developer	Level 3	\$ TBD

OPTION PERIOD 1 (1 YEAR)		
Resource Category	Level of Expertise	Firm Per Diem Rate
ERP Functional Analyst	Level 3	\$ TBD
ERP System Analyst	Level 3	\$ TBD
ERP Technical Analyst	Level 3	\$ TBD
ERP Programmer/Analyst	Level 3	\$ TBD
Business Transformation Architect	Level 3	\$ TBD
Courseware Developer	Level 3	\$ TBD

WORKSTREAM 2

INITIAL CONTRACT PERIOD (3 YEARS)		
Resource Category	Level of Expertise	Firm Per Diem Rate
IT Security TRA and C&A Analyst	Level 3	\$ TBD
PIA Specialist	Level 3	\$ TBD
Data Conversion Specialist	Level 3	\$ TBD
IM Architect	Level 3	\$ TBD
Change Management Consultant	Level 3	\$ TBD
Enterprise Architect	Level 3	\$ TBD
Project Executive	Level 3	\$ TBD
Project Coordinator	Level 3	\$ TBD
Project Manager	Level 3	\$ TBD

OPTION YEAR 1 (1 YEAR)		
Resource Category	Level of Expertise	Firm Per Diem Rate
IT Security TRA and C&A Analyst	Level 3	\$ TBD
PIA Specialist	Level 3	\$ TBD
Data Conversion Specialist	Level 3	\$ TBD
IM Architect	Level 3	\$ TBD
Change Management Consultant	Level 3	\$ TBD
Enterprise Architect	Level 3	\$ TBD
Project Executive	Level 3	\$ TBD
Project Coordinator	Level 3	\$ TBD
Project Manager	Level 3	\$ TBD

ANNEX C
SECURITY REQUIREMENTS CHECK LIST

(SEE ATTACHED HERETO)

ATTACHMENT B – BID EVALUATION CRITERIA

Technical proposals will be evaluated and scored in accordance with the following evaluation criteria (Mandatory and Rated Requirements).

1. STREAM 1

1.1 Corporate Mandatory Requirements

Experience and Expertise of the Bidder		
Criteria	Mandatory Requirement	Bidder's response
		DEMONSTRATED EXPERIENCE (BIDDERS TO INSERT DATA)
M.1	<p>The Bidder must have been awarded one (1) SAP ERP contract.</p> <p>To be accepted, the contract must have:</p> <ol style="list-style-type: none"> 1. been awarded within the last three (3) years prior to the initial solicitation closing date; and 2. a minimum value* of \$15,000,000.00. <p>For the contract, the Bidder must submit:</p> <p>(a) A letter from its client (referencing a contract award date and a contract serial number) that shows that the Bidder is providing or has provided services under a SAP ERP contract with a minimum value* of \$15,000,000.00; and</p> <p>(b) The Customer Contact Information:</p> <ol style="list-style-type: none"> 1. Name of Organization: 2. Contact Name: 3. Email Address: 4. Phone Number: <p>(c) The Contract Detail:</p> <ol style="list-style-type: none"> 1. Title 2. Summary: (1 paragraph describing scope and key responsibilities) 3. Start Date: 4. End Date: 5. Contract Value*: <p><i>*A contract value is defined as the amount specified in the limitation of expenditure, plus Applicable Taxes.</i></p>	

M.2	<p>The Bidder must demonstrate that the proposed SAP contract experience in M.1, included supplying all of the following categories:</p> <ol style="list-style-type: none">1. ERP Functional Analyst2. ERP System Analyst3. ERP Programmer/Analyst4. ERP Technical Analyst5. Business Transformation Architect <p>One CV per resource category must be submitted. All resources must have performed, for each resource category, the minimum number of Roles and Responsibilities defined at Annex 1 to Attachment B.</p>	
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1.2 Corporate Point Rated Requirements:

Experience and Expertise of the Bidder			
			BIDDER'S RESPONSE
#	RATED CRITERIA	POINTS MAX	DEMONSTRATED EXPERIENCE (BIDDERS TO INSERT DATA)
R.1	The Bidder should demonstrate experience in providing informatics professional services in working with SAP ERP systems within the last five (5) years for a Government department (federal, provincial/territorial or municipal) with over 1,000 employees.	10	<p>The Bidder will be awarded points for the sum of Contract(s) Value* demonstrated as follows:</p> <p>\$1M to <\$2M = 2 points \$2M to <\$4M = 4 points \$4M to <\$6M = 6 points \$6M to <\$8M = 8 points >\$8M = 10 points</p> <p><i>*A contract value is defined as the amount specified in the limitation of expenditure, plus Applicable Taxes.</i></p>
R.2	The Bidder should demonstrate experience in providing ERP informatics professional services to the Government of Canada with SAP ECC 6 or higher.	10	<p>The Bidder will be awarded points for the sum of Contract(s) Value* demonstrated as follows:</p> <p>\$600K to <\$1.2M = 2 points \$1.2M to <\$1.8M = 4 points \$1.8M to <\$2.4M = 6 points \$2.4M to <\$3M = 8 points >\$3M = 10 points</p> <p><i>*A contract value is defined as the amount specified in the limitation of expenditure, plus Applicable Taxes.</i></p>

Experience and Expertise of the Bidder			
			BIDDER'S RESPONSE
#	RATED CRITERIA	POINTS MAX	DEMONSTRATED EXPERIENCE (BIDDERS TO INSERT DATA)
R.3	<p>The Bidder should demonstrate its experience in managing an end-to-end SAP ERP project within the last five (5) years for a Government department (federal, provincial/territorial or municipal) with over 1,000 employees.</p> <p>In order to qualify the Bidder must demonstrate that it was responsible for the overall management for the complete project lifecycle.</p>	10	The Bidder will be awarded two (2) points for each project to a maximum of five projects.
<p>For all point-rated criteria, each demonstrated project must include the following information:</p> <p><u>Customer Contact Information</u></p> <p>Name of Organization: Contact Name: Email Address: Phone Number:</p> <p><u>Contract Detail</u></p> <p>Title: Summary: (Scope, Requirements, System Overview) ERP System Type: Start Date: End Date:</p> <p><u>Summary of Key Resource Responsibilities</u></p> <p>Responsibilities fulfilled by Key Resource:</p> <p><i>Note: Each reference project must demonstrate all of the following phases:</i></p> <p>1) <i>Project Planning;</i> 2) <i>Analysis;</i> 3) <i>Design;</i> 4) <i>Implementation;</i> 5) <i>Integration, Testing and Data Conversion; and</i> 6) <i>Deployment, Acceptance and Documentation.</i></p>			
MAXIMUM AVAILABLE POINTS		30	
MINIMUM POINTS REQUIRED		18	
Note: Proposals that do not meet the above minimum pass mark of 18 points will be found non-responsive.			

2. STREAM 2

2.1 Corporate Mandatory Requirements

Experience and Expertise of the Bidder		
Criteria	Mandatory Requirement	Bidder's response
		DEMONSTRATED EXPERIENCE (BIDDERS TO INSERT DATA)
M.1	<p>The Bidder must have been awarded one (1) SAP ERP contract.</p> <p>To be accepted, the contract must have:</p> <ol style="list-style-type: none"> 1. been awarded within the last three (3) years prior to the initial solicitation closing date; and 2. a minimum value* of \$15,000,000.00. <p>For the contract, the Bidder must submit:</p> <p>(a) A letter from its client (referencing a contract award date and a contract serial number) that shows that the Bidder is providing or has provided services under a SAP ERP contract with a minimum value* of \$15,000,000.00; and</p> <p>(b) The Customer Contact Information:</p> <ol style="list-style-type: none"> 1. Name of Organization: 2. Contact Name: 3. Email Address: 4. Phone Number: <p>(c) The Contract Detail:</p> <ol style="list-style-type: none"> 1. Title 2. Summary: (1 paragraph describing scope and key responsibilities) 3. Start Date: 4. End Date: 5. Contract Value*: <p><i>*A contract value is defined as the amount specified in the limitation of expenditure, plus Applicable Taxes.</i></p>	

M.2	<p>The Bidder must demonstrate that the proposed SAP contract experience in M.1, included supplying all of the following categories:</p> <ol style="list-style-type: none">1. Data Conversion Specialist2. Project Manager <p>One CV per resource category must be submitted. All resources must have performed, for each resource category, the minimum number of Roles and Responsibilities defined at Annex 1 to Attachment B.</p>	
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2.2 Corporate Point Rated Requirements:

Experience and Expertise of the Bidder			
			BIDDER'S RESPONSE
#	RATED CRITERIA	POINTS MAX	DEMONSTRATED EXPERIENCE (BIDDERS TO INSERT DATA)
R.1	The Bidder should demonstrate experience in providing informatics professional services in working with SAP ERP systems within the last five (5) years for a Government department (federal, provincial/territorial or municipal) with over 1,000 employees.	10	<p>The Bidder will be awarded points for the sum of Contract(s) Value* demonstrated as follows:</p> <p>\$1M to <\$2M = 2 points \$2M to <\$4M = 4 points \$4M to <\$6M = 6 points \$6M to <\$8M = 8 points >\$8M = 10 points</p> <p>*A contract value is defined as the amount specified in the limitation of expenditure, plus Applicable Taxes.</p>
R.2	The Bidder should demonstrate experience in providing ERP informatics professional services to the Government of Canada with SAP ECC 6 or higher.	10	<p>The Bidder will be awarded points for the sum of Contract(s) Value* demonstrated as follows:</p> <p>\$600K to <\$1.2M = 2 points \$1.2M to <\$1.8M = 4 points \$1.8M to <\$2.4M = 6 points \$2.4M to <\$3M = 8 points >\$3M = 10 points</p> <p>*A contract value is defined as the amount specified in the limitation of expenditure, plus Applicable Taxes.</p>

Experience and Expertise of the Bidder			
			BIDDER'S RESPONSE
#	RATED CRITERIA	POINTS MAX	DEMONSTRATED EXPERIENCE (BIDDERS TO INSERT DATA)
R.3	<p>The Bidder should demonstrate its experience in managing an end-to-end SAP ERP project within the last five (5) years for a Government department (federal, provincial/territorial or municipal) with over 1,000 employees.</p> <p>In order to qualify the Bidder must demonstrate that it was responsible for the overall management for the complete project lifecycle.</p>	10	The Bidder will be awarded two (2) points for each project to a maximum of five projects.
<p>For all point-rated criteria, each demonstrated project must include the following information:</p> <p><u>Customer Contact Information</u></p> <p>Name of Organization: Contact Name: Email Address: Phone Number:</p> <p><u>Contract Detail</u></p> <p>Title: Summary: (Scope, Requirements, System Overview) ERP System Type: Start Date: End Date:</p> <p><u>Summary of Key Resource Responsibilities</u></p> <p>Responsibilities fulfilled by Key Resource:</p> <p><i>Note: Each reference project must demonstrate all of the following phases:</i></p> <p>1) <i>Project Planning;</i> 2) <i>Analysis;</i> 3) <i>Design;</i> 4) <i>Implementation;</i> 5) <i>Integration, Testing and Data Conversion; and</i> 6) <i>Deployment, Acceptance and Documentation.</i></p>			
MAXIMUM AVAILABLE POINTS		30	
MINIMUM POINTS REQUIRED		18	
Note: Proposals that do not meet the above minimum pass mark of 18 points will be found non-responsive.			

ANNEX 1 TO ATTACHMENT B
ROLES AND RESPONSIBILITIES DEFINITIONS

WORKSTREAM 1

A2: ERP FUNCTIONAL ANALYST

For the purposes of this evaluation, the roles and responsibilities of a **ERP Functional Analyst** are defined as follows and must be demonstrated conducting a minimum of 8 out of 15 of the following tasks and activities:

- a. Research, analyze and document user requirements, requirements including screen, report and interface requirements, map interdependencies, and produce the required functional specifications and/or process re-engineering recommendations;
- b. Provide functional and technical expertise/advice on modules and available functionality;
- c. Interview departmental stakeholders and key managers to develop common priorities, as well as, existing or upcoming future requirements;
- d. Conduct working groups to facilitate requirements gathering;
- e. Attend business requirement gathering and gap analysis meetings;
- f. Develop functional, business, and/or system interface or capability interaction and fit/gap to system;
- g. Model/map administrative process and data requirements;
- h. Analyze code and objects to determine functional fit;
- i. Assist developers in the understanding of design specifications;
- j. Review Functional/Transaction Design Documents;
- k. Help to resolve various implementation issues;
- l. Create test scenarios and scripts according to business requirements;
- m. Validation test cases and support system testing;
- n. Create a test bed of data for the testing environments;
- o. Participate in testing, monitoring and reconciliation work related to data quality, data integrity and reports.

A4: ERP SYSTEM ANALYST

For the purposes of this evaluation, the roles and responsibilities of an **ERP System Analyst** are defined as followed and must be demonstrated conducting a minimum of 6 out of 11 of the following tasks and activities:

- a. Develop requirements, feasibility, cost, design, and specification documents for ERP systems;
- b. Implement ERP systems to support projects, departments, organizations or businesses;
- c. Translate ERP business requirements into systems design and specifications;
- d. Analyze and recommend alternatives and options for solutions;
- e. Develop technical specifications for ERP systems development, design and implementation;
- f. Research, analyze and document user requirements, map interdependencies, and produce the required functional specifications and/or process re-engineering recommendations;
- g. Provide functional and technical expertise on applications;
- h. Work with functional and technical teams to ensure continued effective integration of functionality;
- i. Interview departmental stakeholders and key managers to develop common priorities, as well as, existing or upcoming future requirements;
- j. Assist developers in the understanding of design specifications;
- k. Review Functional and Technical Design Documents to ensure that there is alignment across the application(s).

A5: ERP TECHNICAL ANALYST

For the purposes of this evaluation, the roles and responsibilities of an **ERP Technical Analyst** are defined as followed and must be demonstrated conducting a minimum of 6 out of 13 of the following tasks and activities:

- a. Plan and provide advice to management regarding system landscape architectures including upgrade strategies;
- b. Recommend an architectural design for a shared instance and supervise its implementation;
- c. Develop or assist with business and functional requirements, project scope, estimates of effort and duration;
- d. Translate functional and business requirements into technical requirements;
- e. Develop and/or manage technical aspects of application software, user interfaces, and third-party components;
- f. Conduct, assist with, and/or manage unit and system tests;
- g. Establish technical standards for the technical framework;
- h. Help to resolve various implementation issues and recommend solutions;
- i. Take part in testing, monitoring and reconciliation work related to the solution, to reports, data quality and data integrity;
- j. Analyze and coordinate data file conversions;
- k. Complete mapping, interfaces, mock conversion work, enhancements, actual conversion, and verify completeness and accuracy of converted data;
- l. Oversee all facets of the conversion process and provide conversion support;
- m. Import files from heterogeneous platforms.

A7: ERP PROGRAMMER ANALYST

For the purposes of this evaluation, the roles and responsibilities of a **Programmer/Analyst** are defined as followed and must be demonstrated conducting a minimum of 6 out of 12 of the following tasks and activities:

- a. Analyses of functional requirements leading to the execution of the design, development and implementation of changes to the application;
- b. Responsible for developing and maintaining configuration and programs based on approved requirements working both independently and within a team;
- c. Participate in application support activities, including interaction with end users, troubleshooting and correcting issues, and reporting to management;
- d. Deliver technical specifications documents using the functional specifications provided by the functional and integration teams;
- e. Create and modify configuration and code for software as per technical specifications;
- f. Create and modify approved screens/pages and reports;
- g. Develop, test and implement program and configuration changes;
- h. Produce reports, manuals, programs, data files, and procedures for applications;
- i. Provide expertise/advice on modules and available application functionality;
- j. Analyze Code and objects to determine functional fit;
- k. Participate in the review of all customization requests and their associated costs;
- l. Execute tasks related to the implementation of application and database design and fixes, coding and technical documentation.

B7: BUSINESS TRANSFORMATION ARCHITECT

For the purposes of this evaluation, the roles and responsibilities of a **Business Transformation Architect** are defined as followed and must be demonstrated conducting a minimum of 5 out of 10 of the following tasks and activities:

- a. Transform the enterprise and prioritize options against clear decision-making criteria;
- b. Provide strong knowledge of good business practices combined with a sound understanding of architectural and technical issues;
- c. Articulate service visions, able to align Information Technologies with Enterprise Strategy;
- d. Shares common solutions and best practices;
- e. Advise and coordinate business and technology transformation initiatives;
- f. Bridge the gaps between business and IT to help the enterprise document its operational business design based on sound principles and standards;
- g. Design the total solution delivery environment;
- h. Organize and lead complex projects across multiple processes and business lines;
- i. Lead cross organizational information gathering sessions;
- j. Architect solutions using business architecture components, process change, or organizational change.

WORKSTREAM 2

I1: DATA CONVERSION SPECIALIST

For the purposes of this evaluation, the roles and responsibilities of a **Data Conversion Specialist** are defined as followed and must be demonstrated conducting all of the following tasks and activities:

- a. Oversee all facets of the conversion process;
- b. Complete mapping, interfaces, mock conversion work, enhancements, actual conversion, and verify completeness and accuracy of converted data;
- c. Analyze and coordinate data file conversions; and
- d. Import files from heterogeneous platforms.

P9: PROJECT MANAGER

For the purposes of this evaluation, the roles and responsibilities of a **Project Manager** are defined as followed and must be demonstrated conducting a minimum of 8 out of 16 of the following tasks and activities:

- a. Responsible for accomplishing the stated project objectives;
- b. Create clear and attainable project objectives, building the project requirements, and managing the constraints of the project management triangle, which are cost, time, scope, and quality;
- c. Identify resources needs and works with program managers to assign individual responsibilities;
- d. Create and execute project work plans and timelines and revises as appropriate to meet changing needs and requirements;
- e. Manage day-to-day operational aspects of a project and scope;
- f. Lead project scoping activities;
- g. Effectively communicates relevant project information to team and stakeholders;
- h. Route work between all responsible resource teams in all stages of the system like cycle;
- i. Communicates project changes and updates to appropriate team members;
- j. Facilitate team and stakeholder meetings to review work;
- k. Prepare regular status reports and distributes as necessary;
- l. Review deliverables prepared by team before presenting to stakeholders;
- m. Ensure documents are complete, current, and stored appropriately;
- n. Resolve and /or escalate issues in a timely fashion;
- o. Manage both internal and external approvals;
- p. Monitor scope creep and re-scopes projects if necessary.

ANNEX A - STATEMENT OF WORK

1. BACKGROUND

Financial Management Transformation will modernize and reduce back office operations, and support increasing demands for Government of Canada (GC)-wide financial information and analysis.

Since 2010, under the Administrative Services Review, initiated from Budget 2010, the government has pursued opportunities to standardize and consolidate and improve the way it delivers services to Canadians while generating operational savings. Budgets 2011, 2012 and 2013 confirmed the government's on-going commitment to streamlining, consolidating and standardizing administrative functions and operations within and across organizations within the GC.

The Office of the Comptroller General (OCG) has established the Financial Management Transformation (FMT) initiative to accelerate progress toward modernizing GC back office financial management operations. The solution for which FMT will deliver will directly impact all departments and agencies in the Federal Government.

FMT will modernize Back Office Operations by:

- **Reinforcing a streamlined, standardized government-wide approach to financial management through:**
 - Common financial management business processes based on proven best practices.
 - Common data providing more complete, consistent and timely information for enterprise management and decision-making enabling a comprehensive and dependable overview, across government and the entire business cycle.
- **Implementing a common financial management system across government by:**
 - Moving from a number of different systems to a common platform.
 - Exploiting existing capability of systems to automate routine, repeatable tasks, and better enable department operations.
- **Transitioning to more efficient service delivery strategies by:**
 - Consolidating delivery of some financial management services to achieve economies of scale and facilitate standardization.
 - More responsive services enabling rather than hindering the work of programs, while still supporting accountability

Under the FMT governance framework, the OCG will take on an enhanced leadership role as “business owner”. As business owner, the OCG will drive the optimization of business processes and advancing of the standardization and integration of financial management (FM) information. Consequently, this will improve analytics, decision support, forecasting, reporting and consolidation to address business requirements and achieve standardized and streamlined FM practices.

FMT is delivering this initiative in three related streams of work:

- 1) **Solution:** An integrated solution environment, revised business model (including policy revisions) to streamline the execution layer of financial and materiel management (MM) in the GC. On the technical side, it will include one or two common SAP instances for transaction processing and several connected instances serving unique departmental require but which are tightly integrated with the other instances on a service, work flow, process flow, information and technical level. The level of integration will allow the handful of instances to appear as one to employees, managers, central agencies and others whilst allowing some constrained diversity among different departments.

- 2) Information and Analytics: Common information model, data standardization and integration, integrated analytics and reporting, common information repository, and budgeting, planning, and consolidation capability.
- 3) Renewed Service Model: A set of common services to deliver FM and MM business capability to departments,

FMT requires experts to develop strategies and transformation plans from a business perspective. They will also be required to direct the implementation of their designs in SAP (as it is the GC standard for FM and MM). The role is business design as well as technical in nature.

2. REQUIREMENT

The Contractor must provide functional and technical personnel in support of the FMT Program on an "as and when requested" basis as initiated through Task Authorizations. Task Authorizations may be issued for any of the following TBIPS resource categories in either stream to work in support of the SAP environment.

Workstream 1

#	RESOURCE CATEGORY	Level of Expertise	Security Level	Language
3.1	A2: ERP Functional Analyst	Level 3	Secret	English
3.2	A4: ERP System Analyst	Level 3	Secret	English
3.3	A5: ERP Technical Analyst	Level 3	Secret	English
3.4	A7: ERP Programmer/Analyst	Level 3	Secret	English
3.5	B7: Business Transformation Architect	Level 3	Secret	English
3.6	B9: Courseware Developer	Level 3	Secret	English

Workstream 2

#	RESOURCE CATEGORY	Level of Expertise	Security Level	Language
3.7	C3: IT Security TRA and C&A Analyst	Level 3	Secret	English
3.8	C16: PIA Specialist	Level 3	Secret	English
3.9	I1: Data Conversion Specialist	Level 3	Secret	English
3.10	I5: IM Architect	Level 3	Secret	English
3.11	P1: Change Management Consultant	Level 3	Secret	English
3.12	P2: Enterprise Architect	Level 3	Secret	English
3.13	P5: Project Executive	Level 3	Secret	English
3.14	P7: Project Coordinator	Level 3	Secret	English
3.15	P9: Project Manager	Level 3	Secret	English

3. RESOURCES TASKS

Workstream 1

3.1 A2: ERP FUNCTIONAL ANALYST

The ERP Functional Analyst will be responsible for, but not limited to, the following tasks:

- a) Research, analyze and document user requirements including screen, report and interface requirements, map interdependencies, and produce the required functional specifications and/or process re-engineering recommendations;
- b) Provide functional and technical expertise/advice on modules and available functionality;
- c) Interview departmental stakeholders and key managers to develop common priorities, as well as, existing or upcoming future requirements;
- d) Conduct working groups to facilitate requirements gathering;
- e) Attend business requirement gathering and gap analysis meetings;
- f) Develop functional, business, and/or system interface or capability interaction and fit/gap to system;
- g) Model/map administrative process and data requirements;
- h) Analyze code and objects to determine functional fit;
- i) Assist developers in the understanding of design specifications;
- j) Review Functional/Transaction Design Documents;
- k) Help to resolve various implementation issues;
- l) Create test scenarios and scripts according to business requirements;
- m) Validation test cases and support system testing;
- n) Create a test bed of data for the testing environments;
- o) Participate in testing, monitoring and reconciliation work related to data quality, data integrity and reports.

3.2 A4: ERP SYSTEM ANALYST

The ERP System Analyst will be responsible for, but not limited to, the following tasks:

- a) Develop requirements, feasibility, cost, design, and specification documents for ERP systems;
- b) Implement ERP systems to support projects, departments, organizations or businesses;
- c) Translate ERP business requirements into systems design and specifications;
- d) Analyze and recommend alternatives and options for solutions;
- e) Develop technical specifications for ERP systems development, design and implementation;
- f) Research, analyze and document user requirements, map interdependencies, and produce the required functional specifications and/or process re-engineering recommendations;
- g) Provide functional and technical expertise on applications;
- h) Work with functional and technical teams to ensure continued effective integration of functionality;
- i) Interview departmental stakeholders and key managers to develop common priorities, as well as, existing or upcoming future requirements;
- j) Assist developers in the understanding of design specifications;
- k) Review Functional and Technical Design Documents to ensure that there is alignment across the application(s).

3.3 A5: ERP TECHNICAL ANALYST

The ERP Technical Analyst will be responsible for, but not limited to, the following tasks:

- a) Plan and provide advice to management regarding system landscape architectures including upgrade strategies;

- b) Recommend an architectural design for a shared instance and supervise its implementation;
- c) Develop or assist with business and functional requirements, project scope, estimates of effort and duration;
- d) Translate functional and business requirements into technical requirements;
- e) Develop and/or manage technical aspects of application software, user interfaces, and third-party components;
- f) Conduct, assist with, and/or manage unit and system tests;
- g) Establish technical standards for the technical framework;
- h) Help to resolve various implementation issues and recommend solutions;
- i) Take part in testing, monitoring and reconciliation work related to the solution, to reports, data quality and data integrity;
- j) Analyze and coordinate data file conversions;
- k) Complete mapping, interfaces, mock conversion work, enhancements, actual conversion, and verify completeness and accuracy of converted data;
- l) Oversee all facets of the conversion process and provide conversion support;
- m) Import files from heterogeneous platforms.

3.4 A7: ERP PROGRAMMER/ANALYST

The Programmer/Analyst will be responsible for, but not limited to, the following tasks:

- a) Analyses of functional requirements leading to the execution of the design, development and implementation of changes to the application;
- b) Responsible for developing and maintaining configuration and programs based on approved requirements working both independently and within a team;
- c) Participate in application support activities, including interaction with end users, troubleshooting and correcting issues, and reporting to management;
- d) Deliver technical specifications documents using the functional specifications provided by the functional and integration teams;
- e) Create and modify configuration and code for software as per technical specifications;
- f) Create and modify approved screens/pages and reports;
- g) Develop, test and implement program and configuration changes;
- h) Produce reports, manuals, programs, data files, and procedures for applications;
- i) Provide expertise/advice on modules and available application functionality;
- j) Analyze Code and objects to determine functional fit;
- k) Participate in the review of all customization requests and their associated costs;
- l) Execute tasks related to the implementation of application and database design and fixes, coding and technical documentation.

3.5 B7: BUSINESS TRANSFORMATION ARCHITECT

The Business Transformation Architect will be responsible for, but not limited to, the following tasks;

- a) Transform the enterprise and prioritize options against clear decision-making criteria;
- b) Provide strong knowledge of good business practices combined with a sound understanding of architectural and technical issues;
- c) Articulate service visions, able to align Information Technologies with Enterprise Strategy;
- d) Shares common solutions and best practices;
- e) Advise and coordinate business and technology transformation initiatives;
- f) Bridge the gaps between business and IT to help the enterprise document its operational business design based on sound principles and standards;
- g) Design the total solution delivery environment;
- h) Organize and lead complex projects across multiple processes and business lines;
- i) Lead cross organizational information gathering sessions;

- j) Architect solutions using business architecture components, process change, or organizational change.

3.6 B9: COURSEWARE DEVELOPER

The Courseware Developer will be responsible for, but not limited to, the following tasks:

- a) Perform needs assessment/analysis for training purposes;
- b) Plan and monitor training projects;
- c) Perform job, task, and/or content analysis;
- d) Write criterion-referenced, performance-based objectives.
- e) Recommend instructional media and strategies;
- f) Develop performance measurement standards;
- g) Develop training materials;
- h) Prepare end-users for implementation of courseware materials;
- i) Communicate effectively by visual, oral, and written form with individuals, small group, and in front of large audiences.

Workstream 2

3.7 C3: IT Security TRA and C&A Analyst

The IT Security TRA and C&A Analyst will be responsible for, but not limited to, the following tasks:

- a) Review, analyze, and/or apply Federal, Provincial or Territorial IT Security policies, System IT Security Certification & Accreditation processes, IT Security products, safeguards and best practices, and the IT Security risk mitigation strategies;
- b) Identify threats to, and vulnerabilities of operating systems (such as MS, Unix, Linux, and Novell), and wireless architectures;
- c) Identify personnel, technical, physical, and procedural threats to and vulnerabilities of Federal, Provincial or Territorial IT systems;
- d) Develop reports such as: Data security analysis, Concepts of operation, Statements of Sensitivity (SoSs), Threat assessments, Privacy Impact Assessments (PIAs), Non-technical Vulnerability Assessments, Risk assessments, IT Security threat, vulnerability and/or risk briefings;
- e) Conduct Certification activities such as: Develop Security Certification Plans, Verify that security safeguards meet the applicable policies and standards, Validate the security requirements by mapping the system-specific security policy to the functional security requirements, and mapping the security requirements through the various stages of design documents, Verify that security safeguards have been implemented correctly and that assurance requirements have been met. This includes confirming that the system has been properly configured, and establishing that the safeguards meet applicable standards;
- f) Conduct security testing and evaluation (ST&E) to determine if the technical safeguards are functioning correctly, Assess the residual risk provided by the risk assessment to determine if it meets an acceptable level of risk;
- g) Conduct Accreditation activities such as: Review of the certification results in the design review documentation by the Accreditation Authority to ensure that the system will operate with an acceptable level of risk and that it will comply with the departmental and system security policies and standards and identify the conditions under which a system is to operate (for approval purposes). This may include the following types of approvals:
 - i. Developmental approval by both the Operational and the Accreditation Authorities to proceed to the next stage in an IT system's life cycle development if sensitive information is to be handled by the system during development
 - ii. Operational written approval for the implemented IT system to operate and process sensitive information if the risk of operating the system is deemed acceptable, and if the system is in compliance with applicable security policies and standards

- iii. Interim approval - a temporary written approval to process sensitive information under a set of extenuating circumstances where the risk is not yet acceptable, but there is an operational necessity for the system under development
- h) Develop and deliver training material relevant to the resource category.

3.8 C16: PIA Specialist

The PIA Specialist will be responsible for, but not limited to, the following tasks:

- a) Review, analyze, and/or apply:
 - i. Treasury Board Privacy Impact Assessment Policy and Guidelines
 - ii. Federal Privacy Act and Regulations
 - iii. Treasury Board Privacy and Data Protection Policy
 - iv. Personal Information Protection and Electronic Documents Act (PIPEDA)
 - v. GC IT/IM policies and guidelines
 - vi. Government On-Line (GOL) initiatives
 - vii. Secure Channel Network including its technical and business processes and service offerings
 - viii. IT Security practices and principles
 - ix. IT Security technological solutions
- b) Conduct privacy impact assessments (PIAs) and preliminary privacy impact assessments (PPIAs) of projects and concepts, in accordance with the requirements of:
 - i. Treasury Board Privacy Impact Assessment Policy
 - ii. Treasury Board Privacy Impact Assessment Policy Guidelines
 - iii. Other relevant standards, procedures and guidelines
- c) Analyze the flow of information using the PIA model provided by the client;
- d) Conduct privacy analysis to provide evidence of compliance with privacy principles and to identify privacy risks;
- e) Develop Privacy Risk Management Plans;
- f) Develop recommendations as to possible privacy risk mitigation strategies;
- g) Complete tasks directly supporting the departmental IT Security and Cyber Protection Program ;
- h) Develop and deliver training material relevant to the resource category.

3.9 I1: DATA CONVERSION SPECIALIST

The Data Conversion Specialist will be responsible for, but not limited to, the following tasks:

- a) Oversee all facets of the conversion process;
- b) Complete mapping, interfaces, mock conversion work, enhancements, actual conversion, and verify completeness and accuracy of converted data;
- c) Analyze and coordinate data file conversions;
- d) Import files from heterogeneous platforms.

3.10 I5: IM ARCHITECT

The IM Architect will be responsible for, but not limited to, the following tasks:

- a) Analyse existing capabilities and requirements, develop redesigned frameworks and recommend areas for improved capability and integration. Develop and document detailed statements of requirements;
- b) Evaluate existing procedures and methods, identify and document database content, structure, and application subsystems, and develop data dictionary;
- c) Define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems;

- d) Prototype potential solutions, provide tradeoff information and suggest recommended courses of action;
- e) Perform information modelling in support of BPR implementation;
- f) Perform cost/benefit analysis of implementing new processes and solutions;
- g) Provide advice in developing and integrating process and information models between business processes to eliminate information and process redundancies;
- h) Provide advice in defining new requirements and opportunities for applying efficient and effective solutions; identify and provide preliminary costs of potential options.

3.11 P1: CHANGE MANAGEMENT CONSULTANT

The Change Management Consultant will be responsible for, but not limited to, the following tasks:

- a) Responsible for leading other functional staff to define business strategy and processes in support of transformation and change management activities;
- b) Engage and enable the organization to implement solutions by providing practical and actionable tools and templates;
- c) Participate in change impact analysis and change management activities;
- d) Work with the target community to ensure alignment, correct skills and experience to enable the change;
- e) Provide onsite as well as remote coaching, mentoring and advisory services for the management of change and individuals as required.

3.12 P2: ENTERPRISE ARCHITECT

The Enterprise Architect will be responsible for, but not limited to, the following tasks:

- a) Evaluate the enterprise's business/Information and Communication Technology (ICT) architecture, determine its consistency and integration with the organization's business/ICT strategies, assess the degree of its alignment with Treasury Board CIO Business Transformation Enablement Program (BTEP) and Federated Architecture Program (FAP) and recommend changes to the business/ICT architecture to improve its alignment with these external factors;
- b) Identify future business/ICT requirements against the current enterprise architecture, perform gaps analyses, develop Requirements for Technology Architectures (RTA), and prepare migration strategies;
- c) Assess the feasibility of migrating from the current state to the target business architecture and enabling technologies and identify the risks associated with migrating to the target business architecture and technologies and make recommendations for risk mitigation;
- d) Identify business and technology trends that create opportunities for business improvement, advise business and ICT Senior Executives on ICT trends and emerging technologies and the impact on the organization's and government ICT architectures and business strategies, model "What if" scenarios and recommend appropriate changes to the existing architecture and ICT infrastructure, and recommend alternative solutions, methodologies and strategies;
- e) Produce an architectural evolution plan, recommend prioritization of architecture evolution initiatives, and develop and/or implement an architecture evolution plan;
- f) Manage the development and implementation of an architectural improvement plan;
- g) Coach, mentor and train the organization to perform any of the above.

3.13 P5: PROJECT EXECUTIVE

The Project Executive will be responsible for, but not limited to, the following tasks:

- a) Manage several Project Managers, each responsible for an element of the project and its associated project team;
- b) Define and document project objectives, determine budget requirements;
- c) Meet with other organizational executives to ensure all organizational (internal and external) stakeholders are committed and moving forward on project and organizational goals.
- d) Resolve issues related to the project;
- e) Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools;
- f) Project sign-off.

3.14 P7: PROJECT COORDINATOR

The Project Coordinator will be responsible for, but not limited to, the following tasks:

- a) Assist project management and data processing professionals, technical users and end users in project coordination and synchronization tasks;
- b) Provide administrative and technical support of a clerical nature as required to a project team;
- c) Maintain project documentation and application/system libraries;
- d) Act as the first or single point of contact in a "hotline" situation by accepting incoming calls, logging calls, attempting to resolve simple problems and following established procedures for more difficult problems;
- e) Track project change requests;
- f) Maintain and updates relevant project information in manual and/or electronic files; project information might include such things as project activity schedule, status reports, correspondence with a number of tools including MS Project;
- g) Communicate with project management and data processing professionals, technical users and end users on administrative matters related to the project.

3.15 P9: PROJECT MANAGER

The Project Manager will be responsible for, but not limited to, the following tasks:

- a) Responsible for accomplishing the stated project objectives;
- b) Create clear and attainable project objectives, building the project requirements, and managing the constraints of the project management triangle, which are cost, time, scope, and quality;
- c) Identify resources needs and works with program managers to assign individual responsibilities;
- d) Create and execute project work plans and timelines and revises as appropriate to meet changing needs and requirements;
- e) Manage day-to-day operational aspects of a project and scope;
- f) Lead project scoping activities;
- g) Effectively communicates relevant project information to team and stakeholders;
- h) Route work between all responsible resource teams in all stages of the system like cycle;
- i) Communicates project changes and updates to appropriate team members;
- j) Facilitate team and stakeholder meetings to review work;
- k) Prepare regular status reports and distributes as necessary;
- l) Review deliverables prepared by team before presenting to stakeholders;
- m) Ensure documents are complete, current, and stored appropriately;
- n) Resolve and /or escalate issues in a timely fashion;
- o) Manage both internal and external approvals;
- p) Monitor scope creep and re-scopes projects if necessary.

4. DELIVERABLES

The Contractor will provide various reports, plans, analysis and other related documents as specified in the applicable Task Authorization. The deliverables are to be submitted as described in each Task Authorization.

5. SUPPORT PROVIDED BY CANADA

The Contractor will be provided access to the client work premises during core office hours. All deliverables will be stored within client facilities and are not to be removed from client premises.

6. WORK LOCATION

All work associated with the contract will be performed in the National Capital Region.

7. WORKING HOURS

Normal working hours will be from 07:00 to 17:00 EDT Monday through Friday where the Contractor resource will be expected to work 7.5 hours each day between those hours. 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:

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

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Appendix C to Annex A Resources Assessment Criteria and Response Tables

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

1. Mandatory Requirements:

Resource Category: _____ Level: 3 Specialty (1 or 2): ____				
Contractor Name: _____ Proposed Resource Name: _____				
The Bidder MUST demonstrate that the Proposed Resource has:				
Criteria	Mandatory Requirement	Bidder's response		
		INSERT PAGE # OF RESUME	Met	Not Met
M.1	<ol style="list-style-type: none"> 1. A university degree in a related business or technology discipline; OR 2. A two-year college diploma in a related business or technology discipline and a minimum of two (2) years of experience in a related business or technology discipline; OR 3. A university degree in any field and a minimum of five (5) years in a related business or technology discipline; OR 4. A minimum of fifteen (15) years of experience in a related business or technology discipline. 			

<p>M.2</p>	<p>The following minimum timeframe of experience for the specific category type:</p> <p>For Level 3: 10 years within the last 20 years</p> <p>Specializing in:</p> <ol style="list-style-type: none"> 1) SAP; OR 2) No specialization required <p>Whenever experience in a specific category is requested, it will be assessed against the responsibilities enumerated at Annex A for the specific category type. In order for a Resource Project Reference to be accepted, the Contractor must demonstrate that the proposed resource has performed at least 50% of the responsibilities enumerated at Article 3 of Annex A for the specific category type.</p>			
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**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

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



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PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

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

Contract Number / Numéro du contrat Common PS SRCL#19
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>Ruben Loman</i>
Telephone No. - N° de téléphone 000-000-0000	Facsimile No. - N° de télécopieur 000-000-0000	E-mail address - Adresse courriel SSPC.CPSS@tpsgc-pwgsc.gc.ca	Date 2012/03/13

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

Name (print) - Nom (en lettres moulées) Charron, Annick		Title - Titre SO	Signature <i>Annick Charron</i>
Telephone No. - N° de téléphone 819-956-0615	Facsimile No. - N° de télécopieur 819-934-1449	E-mail address - Adresse courriel annick.charron@tpsgc-pwgsc.gc.ca	Date <i>March 20, 2012</i>

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

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

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

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature <i>Jacques Saumur</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <i>28-MARCH-2012</i>

Jacques Saumur
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