



Canadian Intellectual  
Property Office  
An Agency of  
Industry Canada

Office de la propriété  
intellectuelle du Canada  
Un organisme  
d'Industrie Canada

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

Canadian Intellectual Property Office /  
Office de la propriété intellectuelle du Canada  
Contracting and Procurement Unit /  
Unité des contrats et de l'approvisionnement  
Place du Portage Phase I  
50 Victoria Street / 50, rue Victoria  
Mailing Scanning / Inspection du courrier  
Room C-114 / Pièce C-114  
Gatineau, Quebec K1A 0C9

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**PROPOSAL TO / PROPOSITION À:  
CANADIAN INTELLECTUAL PROPERTY  
OFFICE / OFFICE DE LA PROPRIÉTÉ  
INTELLECTUELLE DU CANADA**

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

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-annexées, au(x) prix indiqué(s).

**Comments - Commentaires**

This document constrains a Security Requirement.  
Ce document contient une exigence relative à la  
sécurité.

**Vendor/Firm Name and address :  
Raison sociale et adresse du  
Fournisseur/de l'entrepreneur:**

Issuing Office – Bureau de distribution  
Canadian Intellectual Property Office  
Contracting and Procurement Unit  
Place du Portage Phase 1, 50 Victoria Street  
Gatineau, Quebec K1A 0C9

|  |  |
|--|--|
| <b>Title - Sujet</b><br>TBIPS – P.1 Change Management Consultant – Level 3   |  |
| <b>Solicitation No. – N° de l'invitation</b><br>182871   | <b>Date</b><br>July 15, 2016   |
| <b>Solicitation Closes – L'invitation prend fin</b><br>at – 2 :00 PM<br>on – le 2 Août, 2016   | <b>Time Zone<br/>Fuseau horaire</b><br>Eastern Daylight<br>Savings Time<br>(EDT) |
| <b>F.O.B. - F.A.B.</b><br>Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>   |  |
| <b>Address Inquiries to : - Adresser toutes questions à:</b><br>Jennifer Miljour<br>Contracting Authority  |  |
| <b>Telephone No. – N° de téléphone :</b><br>(819) 994-7648   | <b>FAX No. – N° de FAX</b><br>(819) 994-0357                                     |
| <b>E-mail address – Adresse courriel :</b><br>Jennifer.miljour@ canada.ca  |  |
| <b>Destination – of Goods, Services, and Construction:</b><br><b>Destination – des biens, services et construction :</b><br>See Herein   |  |
| <b>Delivery required - Livraison exigée</b><br>See Herein  | <b>Delivered Offered – Livraison proposée</b>                                    |
| <b>Vendor/firm Name and address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Facsimile No. – N° de télécopieur</b><br><b>Telephone No. – N° de téléphone</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b> _____   | <b>Date</b>  |



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

Offerors with concerns regarding the provisions of the Bid Solicitation (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of the RFSA.

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**List of Annexes to the Resulting Contract:**

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Security Requirements Check List (SRCL)

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

- Attachment 3.1: Bid Submission Form

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

- Attachment 4.1: Mandatory Bid Evaluation Criteria
- Attachment 4.2: Point-Rated Evaluation Criteria



## PART 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation no. 182871. It is divided into seven parts plus annexes and, attachments as follows:

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

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

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

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

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

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

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

The annexes include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, and the Security Requirements Check List (SRCL).

### 1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of the Canadian Intellectual Property Office, a special operating agency of Innovation, Science and Economic Development Canada, for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one (1) contract for one (1) year, plus two (2) 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, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders](#)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. N/A
- f. N/A
- g. N/A
- h. The TBIPS Supply Arrangement EN578-055605/E is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.



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

|   |                     |
|---|---------------------|
| 1. BP & M Government IM & IT Consulting Inc.  | EN578-055605/498/EI |
| 2. Confluence Consulting Inc.   | EN578-055605/228/EI |
| 3. Coradix technology Consulting Ltd.   | EN578-055605/324/EI |
| 4. Emerion  | EN578-055605/412/EI |
| 5. Empowered Networks Inc.  | EN578-055605/626/EI |
| 6. Excel Human Resources Inc.   | EN578-055605/329/EI |
| 7. Facilité Informatique Canada Inc.  | EN578-055605/717/EI |
| 8. Adirondack Information Management Inc., Valcom Consulting Group Inc., FlexEDGE Consulting Inc., in joint Venture | EN578-055605/854/EI |
| 9. General Dynamics Information Technology Canada Ltd.  | EN578-055605/542/EI |
| 10. Halo Management Consulting Inc., Quallium Corporation in Joint Venture  | EN578-055605/775/EI |
| 11. Leverage Technology Resources Inc.  | EN578-055605/639/EI |
| 12. Makwa Resourcing Inc., TPG Technology Consulting Ltd. in JOINT VENTURE  | EN578-055605/687/EI |
| 13. Somos Consulting Group Ltd.   | EN578-055605/290/EI |
| 14. ADGA Group Consultants Inc.   | EN578-055605/312/EI |
| 15. ADRM TECHNOLOGY CONSULTING GROUP CORP   | EN578-055605/366/EI |

**\* Note: The identified SA Holders may each submit one (1) bid for one (1) resource only.**

- 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/E as that joint venture at the time of bid closing in order to submit a bid.
- j. N/A

### 1.3 DEBRIEFINGS



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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications: with Subsection 5.4 amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2003 and this document, this document prevails.

The text under subsections 4 and 5 of Section 01 - Integrity Provisions of 2003 referenced above is replaced by:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).  
Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned list within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.
5. The Bidder must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

### 2.2 SUBMISSION OF BIDS

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

Canadian Intellectual Property Office (CIPO)  
Place du Portage - Phase I  
50 Victoria Street  
Mailing Scanning  
Room C-114  
Gatineau, Quebec K1A 0C9  
Attention: Jennifer Miljour

At 02:00 PM on 2016-08-02, Eastern Daylight Saving Time (EDT)

- c. 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.

### 2.3 FORMER PUBLIC SERVANT

- a. Information Required



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

**b. Definitions**

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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

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

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

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

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

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

name of former public servant;

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

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

**d. Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

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



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

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

## 2.4 ENQUIRIES - BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 APPLICABLE LAWS

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

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

## 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

## 2.7 Intentionally Deleted

## 2.8 Intentionally Deleted



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

- a. **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows :
- i. Section I: Technical Bid (four (4) hard copies and one (1) soft copy on CD or DVD)
  - ii. Section II: Financial Bid (one (1) hard copies and one (1) soft copy on CD or DVD)
  - iii. Section III: Certifications not included in the Technical Bid (one (1) hard copies and one (1) soft copy on CD or DVD)

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:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders are encouraged to :
- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
  - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- d. **Submission of Only One Bid from a Bidding Group:**
- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
  - ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:
    - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
    - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;



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

**e. Joint Venture Experience:**

- 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

The technical bid consists of the following :



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

**SECURITY INFORMATION:**

Name of individual as it appears on security clearance application form: \_\_\_\_\_

Level of security clearance obtained: \_\_\_\_\_

Validity period of security clearance obtained: \_\_\_\_\_

Security Screening Certificate and Briefing Form file number : \_\_\_\_\_

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

- iii. **Substantiation of Technical Compliance**:  
The technical bid must substantiate the compliance with the specific articles of Attachments "4.1" and "4.2", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachments "4.1" and "4.2", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. N/A
- v. **For Proposed Resources**: The technical bid must include résumés for the resources as identified in Attachments "4.1" and "4.2". 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
- B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
- C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current,



valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.

- D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
  - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience
- vi. **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, if requested by Canada the facts identified in the Bidder's bid, as required by Attachments "4.1" and "4.2". For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.
- vii. N/A

### 3.3 SECTION II : FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
  - i. the rate bid must not increase by more than 5% from one time period to the next, and
  - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.



- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 SECTION III : CERTIFICATIONS

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

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

### 4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria :**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment "4.1" - Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment "4.2" - Bid Evaluation Criteria.
- c. **Reference Checks :**



- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- ii. 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 Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.
- vi. *Intentionally deleted*

#### 4.3 FINANCIAL EVALUATION

Bids must meet the mandatory financial criteria specified in the table inserted below. Bids which fail to meet the mandatory financial criteria will be declared non-responsive.

|     | Mandatory Criteria  |
|-----|---|
| MF1 | The total cost of the Bidder's financial proposal must not exceed <b>\$288,000 per annum</b> excluding applicable taxes (for 240 days of effort per year, based on a 7.5-hour workday). |

The Bidder's total evaluated price will be calculated using the total cost as identified in the Bidder's pricing tables as per Annex "B".

#### 4.4 BASIS OF SELECTION

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 70% points overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) and (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.



5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available point equals 135 and the lowest evaluated price is \$450,000.

**Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)**

| Bidder  | Bidder 1   | Bidder 2                                     | Bidder 3                  |
|---|--|--|---------------------------|
| <b>Overall Score for All the Point Rated Technical Criteria</b> | OS1: 120/135                                       | OS2: 98/135                                  | OS3: 82/135               |
| <b>Bid Evaluated Price</b>                                      | P1: C\$450,000 CAN                                 | P2: C\$475,000 CAN                           | LP and P3: C\$500,000 CAN |
| <b>Calculations</b>   | <b>Technical Merit Score (OS<sub>i</sub> x 60)</b> | <b>Pricing Score (LP/P<sub>i</sub> x 40)</b> | <b>Combined Rating</b>    |
| <b>Bidder 1</b>   | 120/135 x 70 = 62.22                               | 450,000/450,000 x 30 = 30.00                 | 92.22                     |
| <b>Bidder 2</b>   | 98/135 x 70 = 51.10                                | 450,000/475,000 x 30 = 28.50                 | 79.60                     |
| <b>Bidder 3</b>   | 82/135 x 70 = 42.70                                | 450,000/500,000 x 30 = 27.00                 | 69.70                     |

**Note:** The Bidder's total evaluated price will be calculated using the total cost as identified in the Bidder's pricing tables as per Annex "B".



## PART 5 - CERTIFICATIONS

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

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

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

### 5.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION

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

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

### 5.2 PROFESSIONAL SERVICES RESOURCES

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

### 5.3 CERTIFICATION OF LANGUAGE - Bilingual

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

### 5.4 *Intentionally Deleted*



## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 SECURITY REQUIREMENT

- a. At the **date of bid closing**, the following conditions must be met :
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
  - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b. For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- c. In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

### 6.2 *Intentionally Deleted*

### 6.3 *Intentionally Deleted*



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 REQUIREMENT

- a. [\_\_\_\_\_] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "Client" is the Canadian Intellectual Property Office (CIPO), a special operating agency of Innovation, Science and Economic Development Canada.
- c. *Intentionally deleted*
- 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 Project 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.

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

### 7.2 Intentionally Deleted

### 7.3 MINIMUM WORK GUARANTEE

- a. In this clause,
  - i. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
  - ii. "Minimum Contract Value" means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
  - i. for default.



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

#### 7.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

##### a. General Conditions :

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 - Integrity Provisions - Contract, of General Conditions 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

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

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

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

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

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

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

##### b. Supplemental General Conditions :

The following Supplemental General Conditions :

- i. 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground In-formation;



## 7.5 SECURITY REQUIREMENT

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

## 7.6 CONTRACT PERIOD

- a. **Contract Period** : The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
  - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends one (1) year later; and
  - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
  - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

## 7.7 AUTHORITIES

### a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Miljour  
Title: Advisor, Procurement and Contracting  
Organization: Canadian Intellectual Property Office  
Address: Place du Portage - Phase I, 50 Victoria, Gatineau, QC  
Telephone: 819-994-7648  
Facsimile: 819-994-0357  
E-mail address: Jennifer.miljour@canada.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. **Project Authority** *[To be provided at time of Contract award]*

The Project Authority for the Contract is:

Name : [ \_\_\_\_\_ ]  
Title : [ \_\_\_\_\_ ]  
Organization : [ \_\_\_\_\_ ]  
Address : [ \_\_\_\_\_ ]  
Telephone : [ \_\_\_\_\_ ]  
Facsimile : [ \_\_\_\_\_ ]  
E-mail address : [ \_\_\_\_\_ ]

The Project 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 Project Authority; however, the Project 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 provided at time of Contract award]*

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

**7.8 PAYMENT**

a. **Basis of Payment**

- i. **Professional Services provided with a Maximum Price:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price in the Contract, for actual time worked and any resulting deliverables in accordance with the firm, all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

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

- ii. **Pre-Authorized Travel and Living Expenses :**

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

- iii. **Applicable Taxes:**

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

- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.



- v. **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services is described elsewhere in the Contract.

**b. Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - A. It is 75 percent committed, or
  - B. 4 months before the Contract expiry date, or
  - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

**c. Method of Payment - Monthly Payment**

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

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

**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 Contractor 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 twelve-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 Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor *1 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 20% 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 one month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during that one month.

- 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.

**7.9 INVOICING INSTRUCTIONS**

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

**7.10 CERTIFICATIONS**

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

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

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

**7.12 Intentionally Deleted**

**7.13 APPLICABLE LAWS**

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

**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. 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2016-04-04);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Supply Arrangement Number EN578-055605/xxx/EI (the "Supply Arrangement")
- h. the Contractor's bid dated [\_\_\_\_\_] [*insert date of bid*], as amended [\_\_\_\_\_] [*insert date(s) of amendment(s) if applicable*].

#### 7.15 *Intentionally deleted*

#### 7.16 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.*

#### 7.17 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

#### 7.18 INSURANCE REQUIREMENTS

##### A. Compliance with Insurance Requirements

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

##### B. Commercial General Liability Insurance



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

#### C. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.



2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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

#### 7.19 *Intentionally deleted*

#### 7.20 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

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



In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.

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

**c. Third Party Claims :**

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

**7.21 JOINT VENTURE**

- 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.



## 7.22 PROFESSIONAL SERVICES - GENERAL

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

### Replacement of Specific Individuals

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

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

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

### 7.23 Intentionally Deleted



#### **7.24 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.

#### **7.25 *Intentionally deleted***

#### **7.26 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. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

#### **7.27 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 Project 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.

#### **7.28 GOVERNMENT PROPERTY**

Canada agrees to supply the Contractor with the items listed below in the Statement of Work. The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

#### **7.29 *Intentionally deleted***

#### **7.30 TRANSITION SERVICES AT END OF CONTRACT PERIOD**

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

#### **7.31 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:



Canadian Intellectual  
Property Office

An Agency of  
Industry Canada

Office de la propriété  
intellectuelle du Canada

Un organisme  
d'Industrie Canada

Request for Proposal / Demande de Proposition :  
182871

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



## ANNEX "A" - STATEMENT OF WORK

### 1. Project Title

Senior Change Management Advisor

### 2. Statement of Work

#### 2.1. Background Information:

The current state of CIPO's IT systems impacts the organization's ability to fulfill its vision and mandate in an effective manner. Outdated IT systems also constrain CIPO from operating efficiently, and have affected its capacity to meet modern-day demands and business needs of its customers. Furthermore, the cost of maintaining multiple systems that cannot be integrated poses a serious financial and operational risk for the organization.

In 2013, a CIPO IT Modernization initiative was established to replace outdated, aging, costly and inflexible legacy IT systems with modern, industry proven, component-based, agile technologies - while concurrently, aligning to and leveraging Government of Canada enterprise standards and solutions.

CIPO IT Modernization is concerned with providing the organization with efficient and responsive information technology systems that support CIPO's ability to encourage innovation and respond to the IP Community's business needs, while also helping maintain a dynamic regulatory framework to respond to business IP needs.

As such the two areas of focus for CIPO IT Modernization are:

- o improving the online customer experience, and
- o transitioning the organization to a modernized set of industry proven technologies.

How is CIPO IT Modernization being accomplished?

The modernization of CIPO's IT infrastructure will be achieved through a carefully scoped and executed sequence of IT projects over a 5-7 year time frame, to ensure that CIPO is able to learn from and build upon early implementations. This iterative process, known as the "component-based" approach, will ensure that continuous improvements in capabilities and efficiencies can be progressively realized as the portfolio of projects unfolds for maximum realization of benefits. The projects are being managed under an umbrella which is referred to as IT Modernization

A formal Program Management approach (following Managing Successful Programmes®) is being taken for CIPO IT Modernization wherein:

- Individual projects are independently initiated, executed and closed in accordance with Innovation, Science and Economic Development Canada's Project Stage-Gate Framework and governance;
- Multiple projects and activities are coordinated at a "portfolio level", ensuring the on-going alignment of project activities to CIPO's strategic objectives and to maintain appropriate oversight and management of collective project risks;
- A governance structure composed of senior executives from CIPO and Innovation, Science and Economic Development Canada, provides independent oversight of the project management teams; and
- A formal review through Innovation, Science and Economic Development Canada's Audit and Evaluation Branch was completed and the management action plan was shared with the departments' Audit Committee against the auditor's recommendations. Independent yearly reviews are planned for the IT Modernization initiative and all major IT Modernization projects in progress



## 2.2. Scope of Work:

**A Senior-level Change Management Consultant is required to advise, coordinate and assist the Director, Investment and Program Management and the Senior Project Executive (Program Manager) with deliverables related to Realizing the Program Benefits, Change Leadership and Stakeholder Engagement.**

In terms of **Benefits Realization**, the resource will assume the responsibility for oversight, monitoring and coordination at a Program and Project level for “driving a benefits realization culture” into the Lines of Business at CIPO. This means helping cultivate an ITM Project culture that embraces the process of identification, quantification, valuation, appraisal, planning, realization and extraction of benefits associated with the portfolio of projects that make up the Program. This will be done collaboratively by engaging with ITM Program stakeholders\* throughout the Program Phases and individual project Stage Gate Cycles to ensure that strategies and measurements are in place at the onset of Phase 3 of the ITM Program and maintained throughout the delivery of projects to allow for tracking of benefits. The resource provides independent guidance and oversight for the identification, tracking and reporting of project level benefits and risks to the realization of benefits (including minimizing dis-benefits) at the Program and at the Project level, in accordance with *Managing Successful Programmes®* best practices and Innovation, Science and Economic Development Canada Outcome Management guidance.

\*More specifically the consultant will need to work with the Director, Engagement and Change Leadership, the ITM Program Office, (Program Manager), CIPO Finance Executive and team, the Project Delivery Office (PDO), Business Change Managers (BCMs), Business Project Managers, and Project Sponsors.

In terms of **Change Leadership**, the resource will provide leadership and best practice advice to the Director, Engagement and Change Leadership, the ITM Program Office, (Program Manager), the Project Delivery Office (PDO), Business Change Managers (BCMs), Project Managers, and Project Sponsors on transition management and maintaining ongoing business as projects move to execution; including methods for successfully integrating and adopting new IT systems and process changes into CIPO Business Lines to become Business As Usual (BAU), and generally working with Business Change Managers to help them in their efforts for preparing their affected business areas for the transition, while optimizing the timing and introduction of changes into the business operations for optimal benefits realization.

In terms of **Stakeholder Engagement**, the resource will provide leadership and industry recognized best practices advice to the DG Programs Branch, Director, Engagement and Change Leadership, the ITM Program Office, (Program Manager), the Project Delivery Office (PDO), Business Change Managers (BCM), Project Managers, and Project Sponsors regarding stakeholder engagement on our prioritized list of internal and external stakeholders. The resource will also work collaboratively with Information Branches' Stakeholder Engagement unit in terms of strategically managing external stakeholder relationships and leveraging partnerships which will be cultivated by the Outreach and Relationship Management teams. The resource's advice will include creation of actionable delivery of stakeholder engagement strategies for ITM that focus on consultative mechanisms and implementing approved CIPO relationship management strategies, advancing effective linkages to draw out the commonalities among various CIPO business lines (internal stakeholders), initializing engagement strategies that take into account the Voice of the Customer (VoC), undertaking on going stakeholder engagement analysis (new and emergent stakeholder interests), and effectiveness analysis by tracking the outcomes of stakeholder engagement efforts. The expected outcome is to have ITM Stakeholder Engagement efforts that will capitalize on the awareness, understanding, and commitment cultivated with key stakeholders, with respect to the IT Modernization Program and Projects and allow for maximum stakeholder and CIPO for adoption of modern business capabilities and services.

## 2.3. Project Requirement / Objective:



The senior level consultant will work collaboratively with the Director, Engagement and Change Leadership, Business Change Managers and Project Sponsors to help promote organization maturity in terms of behaviour, attitudes and competencies related to the progress on the benefits realization efforts that are critical for CIPO to show how the organization is realizing the strategic objectives, outcomes and benefits of the ITM Program. Additionally the senior level consultant will help promote a value-oriented culture at CIPO which centers on stakeholder value propositions and benefits of IT Modernization investments.

#### 2.4. Scope of Work / Tasks:

- Advise and assist the DG, Programs Branch and Director, Engagement and Change Leadership on the maturity and harmonization of IT Modernization Projects to affect business change, project output capabilities, in a manner that will optimize the potential for benefits realization and overall program/project returns on investment.
- Assist the DG, Programs Branch and Director, Engagement and Change Leadership with program governance and harmonization of interests across all internal and external vested interest stakeholder groups.
- Redefine the *ITM Benefits Realization Management Framework* to ensure it is consistent with driver-based analysis and articulates strategic objectives in measurable terms
- Update the *ITM Benefits Management Governance* arrangements for Benefits Owners, Senior Responsible Owner, Program Manager, Business Change Managers (BCMs)
- Conduct and facilitate *Benefits Workshops (Benefit Discovery Workshops, Benefit Reviews, Start Gates, Pre-Mortems, Project Adoption Debriefs)*
- Update current *ITM Benefits Profile* based on the new 2015 *Program Plan* and update the Profile quarterly with emergent benefits and dis-benefits.
- Assist the Project Sponsors/BCMs to quantify and plan the timing of the benefits of new modern capabilities and services delivered through ITM through the creation of the *Benefits Realization Plan* for individual projects.
- Establish the benefits baseline for *ITM Benefits Realization Plan* based on delivery of the Program Plan and then track performance/progress against this as various projects are delivered.
- Update the current *ITM Benefits Map* and create the *ITM Benefits Logic Map*
- Refine the current *ITM Benefits Realization Strategy* for more effective benefits management, including effective ongoing participative stakeholder engagement
- In collaboration with the Change Leadership Advisor, Business Line Subject Matter Experts, Change Leaders, Program Director, and Project Sponsors, develop and refine *ITM Benefits Realization Plan* annually and *Change Leadership and Stakeholder Engagement strategies and Plans* for current tranche of projects that includes undertaking an assessment of benefits management performance impact.
- Provide guidance and act as an advisor to the Program Director and other CIPO business and enabling functional leads, as required to scope and address issues and propose risk mitigation strategies and tactics to ensure successful benefits realization through IT Modernization investments.
- Update and validate current *Stakeholder Engagement Action Plans* for prioritized stakeholders.
- Provide guidance and advice to Project Managers and Project Sponsors on the creation of *Stakeholder Impact Assessments, Change Briefs, Change Vision Statements, Change Plans* and *Change Readiness Assessments, Project Adoptions Debriefs*
- On an as-required basis, coordinate with the Director, Engagement and Change Leadership to review of stakeholder contributions to benefits realization program deliverables.
- On an as-required basis, critically assess and advise on benefits realization related to communications with stakeholders to ensure alignment to the Program. (One version of the truth, Clear Line of Sight Reporting)



- Advise the Director, Engagement and Change Leadership on and attend weekly / monthly meetings related to Benefits Realization, as required.
- Serve as Proxy to the Program Director, DG Programs Branch or the Director, Engagement and Change Leadership in benefits realization, stakeholder engagement or change leadership related meetings

## 2.5. Deliverables / Timelines:

### (A) IDENTIFY and QUANTIFY BENEFITS:

- Set Program level **Benefits Realization Plan** baseline based on ITM Program Plan and working with Project Sponsors, BCMS and the Program Manager
- Facilitate **Benefits Discovery Workshops** to create project level **Benefits Realization Plans** and **Benefits Maps** and gain customer insight.
- Conduct quarterly **Benefits Realization Reviews** at the Program and Project as required by the Program Director to baseline current performance.
- Identify, define accurate and reliable benefits forecasts (qualitative and quantitative benefits)
- Provide **Benefits Eligibility** Guidance to Project Sponsors for Program and Project Gate 2 Business Cases.

### (B) VALUE AND APPRAISE BENEFITS

- Provide contribution to **Program Business Case** and individual ITM **Project Business Cases** by:
  - valuing cashable and non-cashable efficiency benefits; and
  - valuing non-financial benefits (for example, expected turnaround time or response time improvements).

### (C) PLANNING BENEFITS

- Conduct a “maturity assessment” of CIPO for value and benefits orientation and propose strategies and plans to mature the organization capability to take on a truly benefits oriented approach to ITM Project adoption and measurement of project success.
- Recommend strategies and plans to maximize benefits realization in CIPO (i.e. optimizing and leaning CIPO business processes before automating them).
- Assist Project Sponsors and Business Change Managers (BCMs) with **Benefits Validation, Benefits Prioritization** at a Program and Project level.
- Organize and facilitate **Benefits Reviews** at “**Start Gates**” (Prior to Project Gate 1) with internal project stakeholders for ITM Projects.
- Provide guidance and assistance to BCMS, Project Sponsors, and LoB SMEs with managing pre-transition activities.
- Suggest corporate and line of business (LoB) specific action plans for applying strategies to mitigate and manage threats to benefits realization.
- Monitor stakeholder engagement strategies for benefits realization opportunities( emergent benefits and or opportunities for early realization of benefits).
- Design and apply **Change Leadership** and **Stakeholder Engagement** strategies to engage stakeholders in benefits realization by designing **Stakeholder Engagement Action Plans** for the Program and for the Projects that focus on “winning hearts and minds”, involving the Voice of the Customer (VoC) and using narrative leadership.
- Provide guidance and advice to Project Managers and Project Sponsors on the creation and review of **Stakeholder Impact Assessments, Stakeholder Profiles , Change Briefs, Change Vision Statements, Change Plans** and **Change Readiness Assessments**.
- Complete an annual update to the **ITM Benefits Realization Plan** and create a **CIPO Reference Class** for Tranche 1, for future forecasting.



## (D) REALIZE THE BENEFITS

- Organize and facilitate *Pre-Mortems* with Business Change Managers and Project Teams to overcome benefit valuation and appraisal biases, optimistic forecasts, and prevention remedies to inadequate resources, technical failures, absence of business change, failure to achieve behavioral change.
- Organize and facilitate *Benefit Reviews* of inflight projects with internal stakeholders between Stage Gates 3 and 4.
- Critically assess ITM Initiatives and ITM Projects with a Change Leadership perspective, and recommend management action to Project Sponsors, Business Change Managers, and Project Managers, for resolution of risks and other issues that may arise related to benefits realization.
- Critically assess and recommend management actions to ensure overall integrity and coherence of the program environment to support benefits realization at a program and individual project level.
- Develop a CIPO *Reference Class* of data on benefits realization for Tranche 2 and Tranche 3 of ITM Program.
- Track and report benefits realization and outcomes required of the program and projects by assisting Project Managers in the creation of the *Outcome Realization Report* required for Gate 5.
- Update *Benefits Profiles* with emergent benefits and define strategies to mitigate dis-benefits.
- Provide guidance and advice to Project Managers and Project Sponsors on the updating of *Change Plans* and *Change Readiness Assessments*.
- Organize and facilitate *Project Adoptions Debriefs* (Prior to Project Gate 5) with internal project stakeholders.
- Conduct *Stakeholder Engagement re-evaluations* on *Stakeholder Engagement Action Plans*, *Stakeholder Profiles*, and *Stakeholder Impact Assessments* on a quarterly basis.
- Prepare Change Leadership and *Stakeholder engagement recommendations/reports* to the Director Engagement and Change Leadership, DG, Programs Branch, Programs Steering Committee (PSC), and CEO on strategic level issues and executive requirements related to ITM benefits realization at the Program and Project level.
- At regular intervals, prepare *Executive level reports* (at the Project and Program level) and briefings in support of the Program Director, DG Programs Branch or the Director, Engagement and Change Leadership on the progress of benefits realization at a program level to the IT Council (ITC) or to the Programs Steering Committee (PSC).

### 2.6. Constraints:

The contractor must abide with the government policies and standards, security, sensitivity and protection of the environment and conservation of information.

Several Government wide initiatives might impact the Programs and portfolio of projects as well as Innovation, Science and Economic Development Canada initiatives.

### 2.7. Client Support:

The consultant will be provided with all history and developed materials related to Benefits Realization, Change Leadership and Stakeholder Engagement via access to the CIPO Programs Branch Wiki and Shared Drive.

It is expected that the consultant is already **extremely** familiar with Benefits Management, Change Leadership and Stakeholder Engagement best practices.

The consultant will be provided with the following:

- A workstation
- A computer, not a laptop
- Software (MS Office, Visio, MS Project, Time Reporting System)
- Email account



NOTE: Neither a land line phone nor a cell phone will be provided.

#### 2.8. Work Location:

The consultant will carry out the majority of the work on CIPO premises located at 50 Victoria St, Gatineau, Québec, during normal business hours. Any offsite work must be pre-authorized by the CIPO project authority on a daily basis. If offsite work is approved, no protected and/or classified information may be removed from CIPO premises.

The consultant may be required to attend occasional meetings at Innovation, Science and Economic Development Canada head office located at 235 Queen Street in Ottawa, ON.

#### 2.9. Period of Contract:

It is intended to result in the award of one (1) contract for a period one (1) year starting at contract award, plus two (2) irrevocable options allowing Canada to extend the term of the contract by two (2) additional one (1) year periods.

#### 2.10. Official Languages:

The work will primarily be performed in English; however, an advanced knowledge of French is required to attend and actively participate in meetings as well as facilitate bilingual *Benefits Workshops*. (Start Gates, Pre-Mortems, Inflight Benefits Reviews, Project Adoption Debriefs)

The consultant must be fluent (reading, understanding and oral expression) in French and English.

Documents produced by the consultant will mainly be drafted in English.

The consultant may be required to read complex materials in both French and English.

Written and oral communications through meetings, emails and over the phone can be held in French or English. The consultant must be capable of actively participating in both languages, as required.

#### 2.11. Travel:

There are no requirements to travel outside of the National Capital Region (NCR). Travel costs and travel time within the NCR will not be reimbursed. The consultant may be required to attend occasional meetings at Innovation, Science and Economic Development Canada head office located at 235 Queen Street in Ottawa, ON and taxi costs will be provided.



### ANNEX "B" - BASIS OF PAYMENT

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid. This is for one (1) resource (i.e. consultant). A Service Agreement will be issued for the one (1) resource with the understanding that the Service Agreement may be cancelled or terminated at any time.

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST/QST extra, where applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days\_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days\_worked = \frac{Hours\_Worked}{7.5\_hours\_per\_day}$$

The Bidder must complete these pricing tables and include them in its financial bid once completed. As a minimum, the Bidder must respond to this pricing table by including them in its financial bid for each of the periods specified below, its quoted firm all inclusive per diem rate (in CDN \$) for each of the resource categories identified.

#### A. CONTRACT PERIOD:

|   |                    |                           | Initial Contract Period<br>(One (1) year from contract award) |                    |            |                            |
|---|--------------------|---------------------------|---|--------------------|------------|----------------------------|
|   | (B)                | (C)                       | (D)   | (E)                | (F)        | (G)                        |
| Category of Personnel   | Level of Expertise | Name of Proposed Resource | Number of Days  | Firm Per Diem Rate | % Discount | Total Cost D x [E - (ExF)] |
| P.1 Change Management Consultant                              | Level 3            |                           | 240   |                    |            |                            |
| Total Estimated Initial Contract Cost (GST/HST/QST excluded): |                    |                           |   |                    |            | \$ _____                   |

#### B. OPTION PERIOD 1:

|  |                    |                           | Optional period one (1)<br>(One (1) year from end of initial contract period) |                    |            |                            |
|--|--------------------|---------------------------|---|--------------------|------------|----------------------------|
|  | (B)                | (C)                       | (D)   | (E)                | (F)        | (G)                        |
| Category of Personnel  | Level of Expertise | Name of Proposed Resource | Number of Days  | Firm Per Diem Rate | % Discount | Total Cost D x [E - (ExF)] |
| P.1 Change Management Consultant                             | Level 3            |                           | 240   |                    |            |                            |
| Total Estimated Optional Period Cost (GST/HST/QST excluded): |                    |                           |   |                    |            | \$ _____                   |



**C. OPTION PERIOD 2:**

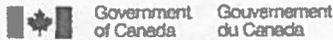
|  |                    |                           | Optional period two (2)<br>(One (1) year from end of option period 1) |                    |            |                               |
|--|--------------------|---------------------------|---|--------------------|------------|-------------------------------|
|  | (B)                | (C)                       | (D)   | (E)                | (F)        | (G)                           |
| Category of Personnel  | Level of Expertise | Name of Proposed Resource | Number of Days  | Firm Per Diem Rate | % Discount | Total Cost<br>D x [E - (ExF)] |
| P.1 Change Management Consultant                             | Level 3            |                           | 240   |                    |            |                               |
| Total Estimated Optional Period Cost (GST/HST/QST excluded): |                    |                           |   |                    |            | \$ _____                      |

**D. TOTAL EVALUATED PRICE:** \$ \_\_\_\_\_

(i.e. Total sum of A + B + C above = Total Estimated Initial Contract Cost + Total Estimated Option Period 1 Cost + Total Estimated Option Period 2 Cost)



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST (SRCL)



|  |
|--|
| Contract Number / Numéro du contrat<br>Common PS SRCL#6              |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

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

|   |   |   |
|---|---|---|
| <b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>   |   |   |
| 1. Originating Government Department or Organization /<br>Ministère ou organisme gouvernemental d'origine<br>Public Works and Government Services<br>Canada   | 2. Branch or Directorate / Direction générale ou Direction<br>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<br>Professional Services - Standing Offers and Supply Arrangements  |   |   |
| 5. a) Will the supplier require access to Controlled Goods?<br>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?<br>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?<br>Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?<br>(Specify the level of access using the chart in Question 7. c)<br>(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.<br>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?<br>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"/>             | No release restrictions / Aucune restriction relative à la diffusion <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"/>                               | Restricted to: / Limité à: <input type="checkbox"/>   |
| Specify country(ies): / Préciser le(s) pays:  | 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 / NATO NON CLASSIFIÉ <input type="checkbox"/>                   | PROTECTED A / PROTÉGÉ A <input type="checkbox"/>  |
| PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>   | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>              | PROTECTED B / PROTÉGÉ B <input type="checkbox"/>  |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/>  | NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>                    | PROTECTED C / PROTÉGÉ C <input type="checkbox"/>  |
| CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>  | NATO SECRET <input type="checkbox"/>  | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>  |
| SECRET <input type="checkbox"/>   | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>                   | SECRET <input type="checkbox"/>   |
| TOP SECRET / TRÈS SECRET <input type="checkbox"/>   |   | TOP SECRET / TRÈS SECRET <input type="checkbox"/>   |
| TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>   |   | TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>                           |

TBS/SCT 360-103(2004/12)

|  |
|--|
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |
|--|





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Common PS SRCL#6
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

3. 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?
If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité :

4. 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?

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
RELIABILITY STATUS / COTE DE FIABILITE
CONFIDENTIAL / CONFIDENTIEL
SECRET / SECRET
TOP SECRET / TRÈS SECRET
TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
NATO CONFIDENTIAL / NATO CONFIDENTIEL
NATO SECRET / NATO SECRET
COSMIC TOP SECRET / COSMIC TRÈS SECRET
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?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

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?

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?

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?

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?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Il y aura-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?



|  |
|--|
| Contract Number / Numéro du contrat                                  |
| Common PS SRCL#s   |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

**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<br>Catégorie   | PROTECTED<br>PROTÉGÉ |   |   | CLASSIFIED<br>CLASSIFIÉ      |        |                                 | NATO                            |                      |                |   | COMSEC               |   |   |              |        |                                 |  |
|---|----------------------|---|---|------------------------------|--------|---------------------------------|---------------------------------|----------------------|----------------|---|----------------------|---|---|--------------|--------|---------------------------------|--|
|   | A                    | B | C | CONFIDENTIAL<br>CONFIDENTIAL | SECRET | TOP<br>SECRET<br>Très<br>SECRET | NATO<br>RESTRICTED              | NATO<br>CONFIDENTIAL | NATO<br>SECRET | COMSEC<br>TOP<br>SECRET<br>Très<br>SECRET | PROTECTED<br>PROTÉGÉ |   |   |              |        |                                 |  |
|   |                      |   |   |                              |        |                                 | NATO<br>DIFFUSION<br>RESTRICTÉE | NATO<br>CONFIDENTIAL |                |   | A                    | B | C | CONFIDENTIAL | SECRET | TOP<br>SECRET<br>Très<br>SECRET |  |
| Information / Aspects<br>Renseignements / Sites<br>Production |                      |   |   |                              |        |                                 |                                 |                      |                |   |                      |   |   |              |        |                                 |  |
| IT Assets /<br>Sites IT                                       |                      |   |   |                              |        |                                 |                                 |                      |                |   |                      |   |   |              |        |                                 |  |
| IT Link /<br>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).



Canadian Intellectual  
Property Office  
An Agency of  
Industry Canada

Office de la propriété  
intellectuelle du Canada  
Un organisme  
d'Industrie Canada

Request for Proposal / Demande de Proposition :  
182871

Government of Canada / Gouvernement du Canada

|  |
|--|
| Contract Number / Numéro du contrat<br>Common PS SRCL#8              |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

| PART D - AUTHORIZATION / PARTIE D - AUTORISATION  |   |  |  |
|---|---|--|--|
| 13. Organization Project Authority / Chargé de projet de l'organisme  |   |  |  |
| Name (print) - Nom (en lettres moulées)   | Title - Titre                                     | Signature  |  |
| Centralized Professional Services System, CPSS  | Professional Services - Methods of Supply         | <i>Robin Lerman</i>  |  |
| Telephone No. - N° de téléphone<br>000-000-0000   | Facsimile No. - N° de télécopieur<br>000-000-0000 | E-mail address - Adresse courriel<br>SSPC.CPSS@tpsgo-pwgsc.gc.ca     | Date<br>2012/03/13   |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme   |   |  |  |
| Name (print) - Nom (en lettres moulées)   | Title - Titre                                     | Signature  |  |
| Charon, Anrick  | SO  | <i>Anrick Charon</i>   |  |
| Telephone No. - N° de téléphone<br>819-950-0015   | Facsimile No. - N° de télécopieur<br>819-954-1449 | E-mail address - Adresse courriel<br>anrick.charon@tpsgo-pwgsc.gc.ca | Date<br><i>March 30, 2012</i>  |
| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?<br>Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? |   |  | <input type="checkbox"/> No /<br>Non <input type="checkbox"/> Yes /<br>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<br><i>27-MARCH-2012</i>   |
|   |   |  |  |

Jacques Saumur  
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TBS/ECT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



**Attachment 3.1**  
**Bid Submission Form**

|   |   |
|---|---|
| <i>(to be filled in by Bidder)</i>  |   |
| 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)<br><i>[see the Standard Instructions 2003]</i>   |   |
| Jurisdiction of Contract: Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) |   |
| Former Public Servants<br>See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".                       | <p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?<br/>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p> <p>Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?<br/>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p> |



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| <p><b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b></p> <p>By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<a href="http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml">http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml</a>) available from <u>Human Resources and Skills Development Canada (HRSDC) - Labour's website</u>.</p> <p>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 "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.</p> | <p>On behalf of the Bidder, by signing below, I also confirm that the Bidder (check "yes" if applicable):</p> <p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;<br/>Yes _____</p> <p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;<br/>Yes _____</p> <p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR<br/>Yes _____</p> <p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).<br/>Yes _____</p> |
| <p><b>Security Clearance Level of Bidder</b><br/><i>[include both the CISD security clearance number, level and the date it was granted]</i></p>  |  |
| <p><b>Security Clearance Level of Bidder's Individual Resources</b> <i>[add additional resources on another page, if required]</i></p> <p>i. Name of Individual as it appears on security clearance application:</p> <p>ii. Level of security clearance obtained and expiry date:</p> <p>iii. Security Screening Certificate and Briefing Form file number</p>  | <p>i.</p> <p>ii.</p> <p>iii.</p>   |
| <p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>  |  |
| <p><b>Signature of Authorized Representative of Bidder</b></p>  |  |



### Attachment 4.1 Mandatory Bid Evaluation Criteria

To be considered responsive, a proposal must meet all of the mandatory requirements of this solicitation. Proposals not meeting all of the mandatory requirements will be given no further consideration. Innovation, Science and Economic Development Canada /CIPO may decide to terminate the evaluation upon the first non-compliance of a mandatory requirement. Each mandatory technical criterion must be addressed separately.

All Bidders are advised that only listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal through project examples, and for each project example put forward in the bid, the Bidder must provide a Customer Reference for work performed by the proposed Resource. Projects must be similar in scope and complexity to the services and deliverables described in the statement of work.

For the purpose of personnel qualifications, experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided that they are related to the required services.

For each resume submitted, the Bidder must ensure that:

- (i) the proposed Resource’s title and the individual’s name are clearly indicated; and
- (ii) the resume clearly demonstrates where, when and how the stated qualifications/experience of the individual were acquired.

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed below. CIPO/ Innovation, Science and Economic Development Canada reserves the right to validate all information provided in the bid through reference checks.

| Mandatory Criteria |   |
|--------------------|---|
| M1                 | <p>The Bidder’s proposed resource must possess a minimum of ten (10) years’ experience in the provision of <u>Change Management</u> and/or <u>Change Leadership</u> services related to business transformation in an IT environment.</p> <p>For each program or project used to demonstrate experience, Bidders must provide a general description of the change management model used to assess/evaluate project or initiative success and clearly demonstrate specific techniques, strategies and results achieved that would be in line with change management models promoted by PROSCI, John P. Kotter, Change Management Body of Knowledge (CMBOK), Change Management Institute (CMI) or Managing Successful Programs (MSP) or APGM Managing Benefits.</p> <p>Failure to provide the requested details will result in the program or project being rejected as valid experience.</p> |
| M1                 | <p><b>Bidder Response:</b></p>  |



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|----|--|
| M2 | <p>The Bidder's proposed resource must possess a minimum of ten (10) years' experience in <b>Managing Benefits</b> for programs or projects related to business transformation in an IT environment.</p> <p>OR</p> <p>The Bidder's proposed resource must possess a minimum of five (5) years' experience in <b>Managing Benefits</b> for programs or projects related to business transformation in an IT environment <u>and</u> a recognized change management professional certification as follows:</p> <ul style="list-style-type: none"> <li>➤ The proposed resource possesses one of the following change management related certifications in good standing (the Bidder <b>MUST</b> submit proof of certification with response): <ul style="list-style-type: none"> <li>○ Prosci Change Management Certification Program</li> <li>○ John P. Kotter approach to Change Management</li> <li>○ Change Management Institute <ul style="list-style-type: none"> <li>○ Accredited Change Manager - Foundation</li> <li>○ Accredited Change Manager - Master</li> </ul> </li> <li>○ APMG International "Managing Successful Programs" (MSP®) <ul style="list-style-type: none"> <li>○ <u>MSP® Foundation</u></li> <li>○ <u>MSP® Practitioner</u></li> </ul> </li> <li>○ APMG International "Managing Benefits" Accreditation <ul style="list-style-type: none"> <li>○ Managing Benefits Foundation Level</li> <li>○ Managing Benefits Practitioner Level</li> </ul> </li> </ul> </li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>○ other industry accepted best practices change management or benefits realization*</li> </ul> <p><b>* Note: If the Bidder would like to propose a different certification, written Innovation, Science and Economic Development Canada approval, accepting the alternative certification, must be given by the contracting authority prior to bid closing.</b></p> |
| M2 | Bidder Response:   |



**Attachment 4.2  
Point-Rated Bid Evaluation Criteria**

In order to qualify for the rating process, proposals **MUST** respond to the following rated requirements **IN THE ORDER SHOWN** and **MUST** include the referenced Section/Page in the Bidder's proposal. Any proposal which fails to achieve an overall minimum technical rating of **70%** will be eliminated from further consideration.

The Bidder must clearly demonstrate in their proposal how the proposed Resource's experience meets the point-rated requirements below by clearly providing in their proposal the projects the proposed Resource worked on, the duration of the project(s) (including a project start date and end date), along with the role(s) and responsibilities the proposed Resource had on the project.

All experience must be substantiated through project examples, and for each project example put forward in the bid, the Bidder must provide a Customer Reference for work performed by the proposed Resource. Projects must be similar in scope and complexity to the services and deliverables described in the statement of work.

For the purpose of the evaluation process under this requirement, a year of experience is defined as a cumulative amount of days and/or months that equal to the numbers of years required under each of the evaluated criteria. Where a proposed Resource has worked on multiple projects simultaneously, the experience will only be accounted once for that given period.

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed below. CIPO/ Innovation, Science and Economic Development Canada reserves the right to validate all information provided in the bid through reference checks.

|           | <b>Point-Rated Technical Criteria</b>  | <b>Scoring Scale</b>  |
|-----------|--|---|
| <b>R1</b> | <p>The Bidder's proposed resource has experience in the provision of <u>Managing Benefits</u> services.</p> <p>For each Program or project used to demonstrate experience, please provide a description of the benefits management model used to deliver the services (Identity, quantify, value, plan, realize, and extract benefits) to the organization and clearly demonstrate specific techniques, strategies and results achieved that would be in line with APGM Managing Benefits.</p> <p>Failure to provide the requested details will result in the Program or project being rejected as valid experience.</p> | <p>0 points &lt; 5 years<br/>           2 points 5 years to less than 6<br/>           4 points 6 years to less than 7<br/>           6 points 7 years to less than 8<br/>           8 points 8 years to less than 10<br/>           10 points 10 years and +</p> |
| <b>R1</b> | <b>Bidder Response:</b>  |   |



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| R2 | <p>The proposed resource has recent and significant experience* working on an initiative where their PRIMARY role was designing and delivering artefacts in <u>any</u> of the following areas for IT enablement programs or projects:</p> <ol style="list-style-type: none"> <li>1. Drafting a <b>Benefits Realization Strategy</b> for a major initiative</li> <li>2. Establishing <b>Benefits Eligibility criteria</b> that assists with creating a consistent approach to benefits categorization, quantification and valuation</li> <li>3. Writing <b>Benefits Realization Plans</b> for a Program/initiative or elements of an initiative that represents the baseline against which benefits realization can be monitored and evaluated</li> <li>4. Proactively monitoring a project or program's benefits realization through <b>Benefits Reviews</b> on overall progress on Project or Program Outcomes</li> <li>5. Creating <b>Benefits Profile</b> that records the details on the agreement with the Benefit Owner related to the categorization, scale, measures and dependencies of the benefit or dis-benefit</li> <li>6. Creating <b>Benefits Maps</b> or <b>Benefits Logic Maps</b> which are pictorial representations of the enabling changes on which benefits realization depends, and how the benefits contribute to organization and strategic objectives</li> <li>7. Facilitating <b>Benefits Workshops</b> with Benefit Owners doing forward looking or retroactive assessment of Benefits Realization Management.</li> </ol> <p>To be awarded points, the Bidder must clearly substantiate the <u>tangible deliverables that were created and the results that were achieved</u> via the creation of each artefact in the project/program examples provided.</p> <p>*Recent and significant means at least 12 months within the past fifteen (15) years.</p> <p>The recent and significant experience* must be demonstrated for each 'experience area' where the Bidder is seeking to obtain points. (e.g. If the Bidder is seeking to obtain a point under experience area no. 7 - Facilitating Benefits Workshops, the Bidder must clearly demonstrate, through specific project descriptions and with examples of tangible deliverables accomplished over, 12 months of experience facilitating benefits workshops for IT enablement projects.)</p> <p>Descriptions must be specific to each project (no</p> | <p>1 point per experience area</p> <p>Maximum of 4 points.</p> |
|----|--|--|



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|----|--|--|
|    | copy/pasting from RFP).  |  |
| R2 | <b>Bidder Response:</b>  |  |
| R3 | <p>The proposed resource has at least three (3) years' experience designing and, delivering artefacts in the following areas for IT enablement Programs or projects:</p> <ol style="list-style-type: none"> <li>1. Completing a <b>Stakeholder Impact Analysis</b> that maps which groups have influence, interest in the change and what the impact will be</li> <li>2. Creating <b>Stakeholder Profiles</b> and analyzing the portrait of the stakeholder to determine (Why do we need to engage with them? And on what topics).</li> <li>3. Creating <b>Stakeholder Engagement Action Plans</b> per prioritized stakeholder</li> <li>4. Tracking and evaluating the <b>effectiveness of Stakeholder engagement efforts</b> through collection of stakeholder feedback, and analysis of performance indicators</li> </ol> <p>To be awarded points, the Bidder must clearly substantiate the <b><u>tangible deliverables that were created and the results that were achieved</u></b> via the creation of each artefact in the project/program examples provided.</p> <p>The three (3) years' experience applies individually to each of the four (4) listed 'experience areas'.</p> <p>Descriptions must be specific to each project (no copy/pasting from RFP).</p> | <p>1 points per experience area<br/>Maximum of 4 points.</p> |
| R3 | <b>Bidder Response:</b>  |  |



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| R4 | <p>The proposed resource has at least three (3) years' experience designing and delivering artefacts in the following areas for IT enablement Programs or projects:</p> <ol style="list-style-type: none"> <li>1. Writing <b>Change Brief</b> which describes the People, Process and Infrastructure impact on stakeholders (what will be different?)</li> <li>2. Writing a <b>Change Vision</b> which describes the benefits and outcomes of the change and illustrating the tangible improvements to the stakeholder experience</li> <li>3. Writing <b>Change Plans</b> congruent with best practices for Benefits Realization in terms of including the <b>Voice of the Customer</b> or <b>Narrative Leadership</b></li> <li>4. Providing guidance to Project Sponsors, Projects Managers or Business Change Managers on completing a <b>Change Readiness Assessment</b> - Short description of key internal and external stakeholders with respect to the their awareness, commitment and emotional state in relation to the change project</li> </ol> <p>To be awarded points, the Bidder must clearly substantiate the <u>tangible deliverables that were created and the results that were achieved</u> via the creation of each artefact in the project/program examples provided.</p> <p>As with R3, the three (3) years' experience applies individually to each of the four (4) listed 'experience areas'.</p> <p>Descriptions must be specific to each project (no copy/pasting from RFP).</p> | <p>1 point per experience area<br/>Maximum of 4 points.</p> |
| R4 | <b>Bidder Response:</b>  |   |
| R5 | <p>The proposed resource has at least 12 months experience working collaboratively with Benefits Owners and Business Change Managers to be able to produce key Benefits Valuation artefacts in the following areas:</p> <ol style="list-style-type: none"> <li>1. Valuing cashable financial and non- financial benefits in monetary terms - which facilitates Program Plan options analysis, the overall investment appraisal of the Program or Project</li> </ol>  | <p>3 points per experience area<br/>Maximum of 6 points</p> |



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|----|--|-----------------|
|    | <p>Business Case, and the ultimate sequencing and prioritization of program tranches and project prioritization.</p> <p>2. Drafting a formal Project or Program Financial Business Case comparing Quantified Benefits against project standard costs to define a “value-for money ratio”, which can be used to assess the worthiness of continued efforts towards full realization of benefits</p> <p>To be awarded points, the Bidder must clearly substantiate the <b>tangible results</b> achieved by the creation of each artefact in the examples provided.</p> <p>The 12 months experience applies individually to each of the two (2) listed ‘experience areas’.</p> <p>Descriptions must be specific to each project (no copy/pasting from RFP).</p> |                 |
| R5 | <b>Bidder Response:</b>  |                 |
|    | 70% = 20 points  | TOTAL 28 points |

