



Purchasing Office | Bureau des Achats
Data Center and Workplace Technology Devices
Procurement Division |
Division de l'approvisionnement des centres de
données et appareils technologiques en milieu de
travail
Procurement and Vendor Relationships |
Acquisitions et relations avec les fournisseurs
Shared Services Canada | Services partagés Canada
180 rue Kent St.
PO Box/CP 9808 STS T CSC,
Ottawa Ontario, K1G 4A8

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Shared Services Canada

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

Proposition aux: Services partagés Canada

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

Comments - Commentaires

This document contains a Security Requirement

Title – Sujet Professional Services	
Solicitation No. – N° de l'invitation 10052719	Date Sept 1, 2016
Client Reference No. – N° référence du client RAS # 16-41857-0	
GETS Reference No. – N° de référence de SEAG -	
File No. – N° de dossier 10052719	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – à 02:00 PM on – le Sept 20, 2016	
Time Zone Fuseau horaire Daylight Saving Time DST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Kenny Leung	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 613-790-6964	FAX No. – N° de FAX 613-960-6026
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

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



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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements and any other annexes.

2. Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Shared Services Canada (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply. The resulting contract will be used by Shared Services Canada (SSC), an organization with a mandate to provide shared services. The Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract period, and those other organizations for whom SSC's services are optional at any point in the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- (b) It is intended to result in the award of 12 months contract for a period from Contract Award to October 31, 2017, plus two (2) one-year irrevocable options allowing Canada to extend the term of the contracts.
- (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://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/index-eng.html>) Website
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.



- (e) 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 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. 6362222 CANADA INC., doing business as the Createch Group
2. Adirondack Information Management Inc., Amita Corporation, Artemp Personnel Services Inc., The AIM Group Inc., in JOINT VENTURE .
3. Alika Internet Technologies Inc.
4. CSI Consulting Inc.
5. CVL INFORMATION SOLUTIONS INC.
6. Cygnos Corp.
7. Dalian Enterprises and Coradix Technology Consulting, in Joint Venture
8. HELM'S DEEP CONSULTING CORP., MESSA COMPUTING INC., THINKPOINT INC., IN JOINT VENTURE .
9. Lumina IT inc.
10. Makwa Resourcing Inc., TPG Technology Consulting Ltd. in JOINT VENTURE
11. MDOS CONSULTING INC.
12. MGIS Inc.
13. Nortak Software Ltd.
14. T.E.S. Contract Services INC.
15. Turtle Technologies Inc.

- (f) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-055605/E as that joint venture at the time of bid closing in order to submit a bid.

- (g) The following Categories of Personnel are required on an “as and when requested” basis in accordance with Annex “B” of the TBIPS SA:

NUMBER OF RESOURCES REQUIRED	TBIPS ID	CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	TOTAL ESTIMATED # OF DAYS REQUIRED (Per resource)
BUSINESS SERVICES CLASS				
2	B.13	Operations Support Specialist	3	240



3. Debriefings

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

4. Conflict of Interest – Unfair Advantage

4.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
 3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/ach-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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.

The 2003 (2015-07-03) 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. Submission of Bids

Bids must be submitted only to Shared Services Canada (SSC) Procurement Operations by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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.

4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Improvement of Requirement During Solicitation Period

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



6. Volumetric Data

The Total Estimated # Days Required (per year) data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of number of resources per year will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1

Canada will only accept electronic copies of the response e-mailed to:

Kenny Leung
Email: Kenny.Leung@canada.ca

3.1.2

Multiple bids from the same Bidder (or a bid from a Bidder and another bid from any of its affiliates) are not permitted in response to this bid solicitation. Each Bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture. If any Bidder submits more than one bid (or an affiliate also submits a bid), either on its own or as part of a joint venture, Canada will choose in its discretion which bid to consider.

3.2 Section I: Technical Bid

3.2.1 The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 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) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment 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 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 "Reference to additional documentation within the bid" columns of Attachment 2, where bidders are requested to indicate where in their bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not



sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (iii) **Customer Reference Contact Information:** When requested by Canada, the Bidder must provide customer references who must each confirm, the facts identified in the Bidder's bid. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. 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.
- (iv) **Proposed Resources:** The technical bid must include résumés for the resources identified in the bid solicitation. The technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs 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's governing body throughout the evaluation and Contract Period.
 - (D) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program 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 date(s) (month and year) for the experience claimed (i.e., the start date and end date).
 - (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. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as this bid solicitation, will not be considered "demonstrated" for evaluation purposes. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (v) **Security Clearance:** Bidders must submit the following security information for each of the proposed resource(s) with their bid(s) on or before this bid solicitation's closing date.

Security Information:	Supplier to insert data
Name of individual as it appears on security clearance application form – MANDATORY	
Date of birth – OPTIONAL	
Level of security clearance obtained – MANDATORY	
Validity period of security clearance obtained – MANDATORY	
Security Screening Certificate and Briefing Form file number –	



MANDATORY	
Name of the entity under which the security clearance was obtained – MANDATORY	
Name of federal Government Department under which security clearance was obtained. If the Federal Government Department is other than PWGSC, provide the name, telephone and fax numbers of the security clearance contact person within that department – MANDATORY	
If the security clearance is in the process, the date the application was submitted to CIISD with the level of security clearance requested. – OPTIONAL	

3.3 Section II: Financial Bid

3.3.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex “B”.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

For the resource proposed, the Bidder must include an up to date resume.

To facilitate bid preparation and evaluation, Bidders must prepare and submit their proposal using the tables provided. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the resume should be incorporated so that the evaluator can verify this information. It is not acceptable that the tables should contain all the project information from the resume. Only the specific answer should be provided.

1.1 Technical Evaluation

1. 1.1.1 Mandatory Technical Criteria

The TBIPS SA Holder must comply with the Mandatory Requirements specified below.

This list of qualifications is essential and must be met by the contractor to perform the required tasks and produce deliverables outlined in the Statement of Work. The information provided about the proposed contractor must clearly describe how each of the qualifications in the list is met. Failure to adequately describe how a qualification is met will be determined as “not met”. If requested, the contractor must provide examples and reference information (may be checked) of their experience in the following:

The experience of the proposed resource must be clearly identified by providing the company name, the duration in months, the start and end dates, contact name, and contact phone number of each project or contract.



In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

Name of Resource:

Mandatory Requirement		Requirement Met (Y/N)	Cross Reference to Resume
M1	Bidder's proposed resource must have a minimum of 10 years of experience as an Operations Support Specialist servicing PBX's.		
M2	Bidder's proposed resource must have a minimum of 5 years of experience using Call Pilot to create automated attendance.		
M3	Bidder's proposed resource must have a minimum of 5 years of experience performing and managing Telecom moves, adds and changes.		
M4	Bidder's proposed resource must have a minimum of 5 years of experience implementing and servicing video conference equipment.		
M5	Bidder's proposed resource must have a minimum of 5 years of experience installing and repairing CAT 5e cable.		
M6	Bidder's proposed resource must have valid Secret security clearance at bid closing (not at contract award).		
M7	The bidder must provide 3 work/client references from the last 4 projects which reflect Operations Support Specialist experience. The work/client references must be the project lead client that is an employee of the client organization and who can validate the resource's experience as an Operations Support Specialist.		



1.1.2 Point Rated Technical Criteria

In this section, details should be provided regarding the qualifications, relevant experience and expertise of the proposed personnel. The experience of each proposed resource must be clearly identified by providing a summary/description of the previous projects worked on and indicating when the work was carried out, and the client. A minimum of 75% (68/90) must be achieved to be considered compliant. The following qualifications are desirable to perform the tasks, produce deliverables and work as outlined in the Statement of Work and are considered as assets of the candidate:

The point rated evaluation criteria of the SOW are:

R#	RATED CRITERIA	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	INSERT PAGE # OF RESUME
R1	Bidder's proposed resource should have additional experience above and beyond mandatory M2 using Call Pilot to create automated attendance.	15	15 points = 120+ months experience. 10 points = 85-120 months experience. 5 points = 61-84 months experience.	
R2	Bidder's proposed resource should have additional experience above and beyond mandatory requirement M3 performing and managing Telecom moves, adds and changes.	15	15 points = 120+ months experience. 10 points = 85-120 months experience. 5 points = 61-84 months experience.	
R3	Bidder's proposed resource must have experience with Symposium Call Center.	15	15 points = 36+ months experience. 10 points = 25-36 months experience. 5 points = 12-24 months experience.	
R4	Bidder's proposed resource must have experience performing Telephony Manager administration.	15	15 points = 120+ months experience. 10 points = 85-120 months experience. 5 points = 60-84 months experience.	
R5	Bidder's proposed resource must have experience servicing PBX's for a Federal Government Department, Agency or Crown Corporation.	15	15 points = 36+ months experience. 10 points = 25-36 months experience. 5 points = 12-24 months experience.	
R6	Proficient in the use of ASSYST Ticketing System.	15	15 points = 12+ months experience. 10 points = 7-12 months experience. 0 Points = 0-6 months.	
	TOTAL (minimum 68 points – 75%)	90		

2. Basis of Selection

2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;



- b. only two (2) candidates must be submitted;
 - c. meet all mandatory criteria per resource; and
 - d. obtain the required minimum of 75% (68 points) in the Rated Criteria
- 2.2 Bids not meeting (a), (b), (c) and (d) will be declared non-responsive.
- 2.3 The evaluation 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.
- 2.4 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%.
- 2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7 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.

An example is given below for illustration purposes. Based on the calculations provided, a contract would be awarded to Bidder 3 which offers the highest total overall score taking into consideration both the technical merit and the price of the bidder's proposal.

TABLE – Example of Selection Method (Best Value Determination)			
Highest Combined Rating Technical Merit (70%) and Price (30%)			
Compliant Bidders (Minimum technical points required: 112)			
	Bidder 1	Bidder 2	Bidder 3
Technical Points	115	120	140
Compounded Per Diem Quote	\$3600	\$4400	\$4800
Maximum Technical Score: 140	Minimum Per Diem Quote: \$3600		
Calculation	Technical Points	Price Points	Total Points
Bidder 1	$(115/140) \times 70 = 57.5$	$(\$3600 / \$3600) \times 30 = 30.0$	87.5
Bidder 2	$(120/140) \times 70 = 60.0$	$(\$3600 / \$4400) \times 30 = 24.5$	84.5
Bidder 3	$(140/140) \times 70 = 70.0$	$(\$3600 / \$4800) \times 30 = 22.5$	92.5

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 as requested.



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.

1. Certifications Required with the Bid

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.

1.1 Federal Contractors Program - Certification

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity to the Labour Branch of HRSDC.
- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time employees in Canada;
 - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or
 - (iv) subject to FCP-EE, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP-EE is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

1.2 Former Public Servant Certification

- (a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to



- comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
- (i) **"former public servant"** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
- (A) an individual;
 - (B) an individual who has incorporated;
 - (C) a partnership made of former public servants; or
 - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- (ii) **"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
- (iii) **"pension"** means, in the context of the fee abatement formula, 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 *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
- (i) name of former public servant;
 - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
- (i) name of former public servant;
 - (ii) conditions of the lump sum payment incentive;
 - (iii) date of termination of employment;
 - (iv) amount of lump sum payment;
 - (v) rate of pay on which lump sum payment is based;
 - (vi) period of lump sum payment including start date, end date and number of weeks; and
 - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.3 Status and Availability of 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 response will be available to perform the Work as required by Canada's representatives and at the time specified in the contract or as agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this



- clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.
- (b) 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.

1.4 Status and Availability of Resources

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. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, 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.

1.5 Education and Experience

- (a) 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.
- (b) All of the resources proposed must meet the minimum experience requirements detailed in the Supply Arrangement for the Category of Personnel for which they are being proposed. The SA Holder acknowledges that the Department of Public Works and Government Services Canada reserves the right to verify this certification prior to contract award or during contract performance and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.

1.6 Certification of Language - English Essential

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 fluent in English. Fluent means that the proposed resources must be able to communicate orally and in writing without any assistance and with minimal errors.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1.1 At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.2 For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions 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 Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract period, and those other organizations for whom SSC's services are optional at any point during the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- c. **Reorganization of Client** : The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.



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

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

7.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.3 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

a. General Conditions

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

The text under Subsection 04 of Section 41 – Code of Conduct and Certifications, 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

4006 2010-08-16, apply to and form part of the Contract.

7.4 Security Requirement

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

7.5 Term of Contract

- 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 October 31, 2017; 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 1 year option 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.

7.6 Authorities

a. Contracting Authority



The Contracting Authority for the Contract is:

Name: Kenny Leung
Title: Senior Procurement Officer
Shared Services Canada
Procurement and Vendor Relations
Directorate: Procurement Operations
Address: 180 Kent Street, 13th Floor, Ottawa, Ontario K1P 0B6
Telephone: 613-790-6964
Facsimile: 613-960-6026
E-mail address: Kenny.Leung@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. Technical Authority

The Technical Authority for the Contract is: (Will be provided at contract award)

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

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

c. Contractor's Representative (Will be provided at contract award)

7.7 Payment

a. Basis of Payment

For the provision of professional services the Contractor will be paid for actual time worked, 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 : [\$_____]

Applicable Taxes :

Estimated Cost : [\$_____]



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.

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.

Purpose of Estimates : All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

c. Time Verification

Time charged and the accuracy of the Contractor's time recording system is 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.



d. Pre-Authorized Travel and Living Expenses

Canada will reimburse the Contractor for pre-authorized reasonable and proper travel and living expenses incurred to perform the Work, without any allowance for overhead or profit, and these costs will be reimbursed in accordance with the Treasury Board Travel Directive in effect at the time. All payments are subject to audit by Canada. All travel must be pre-approved by the Technical Authority. The Contractor will be able to charge for time spent travelling at the per diem rates set out in the Contract.

Estimated Cost: \$20,000.00

7.8 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 Technical Authority, and a copy to the Contracting Authority.

7.9 Certifications

- a. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.
- b. SACC Manual Clauses
 - i. A3000C (2014-11-27) Aboriginal Business Certification

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 2014-09-25, General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (g) the Contractor's bid dated _____ (*insert date of bid*)



7.12 Foreign Nationals (Canadian Contractor)

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

7.13 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.

7.14 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.

7.15 Joint Venture Contractor

- a. Supply Arrangement (SA) Holder's who wish to submit their proposal as a joint venture must have already been qualified under the SA # EN578-055605/C as a joint venture.
- b. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: **[all the joint venture members named in the Contractor's bid will be listed]**.
- c. 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.
- d. 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.
- e. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- f. 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

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.

7.16 Professional Services – General

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

Replacement of Specific Individuals



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

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

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

7.17 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.

7.18 Representations and Warranties

The Contractor made statements regarding its 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.

7.19 Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - c. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
1. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
7. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

7.20 Electronic Procurement & Payment Support

The Contractor must support SSC's implementation of the iValua Buyer procurement system. When instructed by the Contracting Authority, the Contractor must submit quotes, accept orders, submit shipping/service delivery notices and submit invoices through the procurement system.

7.21 Materials and Tools

All materials and tools required in the performance of the work including office space, associated supplies, computing devices and telephony equipment are to be provided by the vendor unless otherwise agreed to by the designated technical authority.



ANNEX "A" – STATEMENT OF WORK

Operations Support Specialist (Level 3)

Objective(s):

Shared Services Canada (SSC) has the responsibility to manage and transform telecommunications services on behalf of its partner departments and agencies within the federal Government of Canada (GC).

To this end, we need two (2) proven Operations Support Specialist (Level 3) with knowledge of the telecommunications domain to execute and support Operational Support to its Voice Services Section, in cooperation with our partners, which will achieve greater efficiencies, reduce costs, and improve both security and service quality.

BACKGROUND:

Program Integrity funding is required to provide Professional Services to address gaps in personnel where SSC has capacity issues.

1. **Phase I.** Involves the procurement of Information Technology (IT) services to support DND Bases/Garrisons/Wings units. These services are obtained using Task Based Informatics Professional Services (TBIPS) Standing Offers, Temporary Help Services (THS) and the Defence Telephone Network National Individual Standing Offer (DTN NISO). Phase I has been created to act as a bridge until longer-term IT service contracts can be implemented.
2. **Phase II.** Involves setting up service delivery contracts for SSC using existing contracting vehicles (TBIPS SA).

REQUIREMENT:

Require two (2) operations support specialists (level 3) to perform PBX functions. In accordance with the Program Integrity funding mandate, these professional services are required in order to maintain, diagnose and repair PBX/KTS systems not under maintenance.

Scope:

Operations Support Specialists are required to perform mainly PBX support functions for SSC in support of CFB Toronto and surrounding reserve units.

Call-back requirements. When the Contractor has been authorized to respond to an incident while on stand-by outside of regular business hours. Call-back payment is as follows:

1. The pay rate for the service shall be at the regular hourly rate; and
2. There shall be a minimum charge of two (2) hours at the regular hourly rate.

Firm Hourly Rate. The firm hourly rate for stand-by and call-back will be in accordance with the firm per diem rates specified in the Basis of Payment and will be calculated as follows:

Firm Per Diem Rate for applicable resource category divided by 7.5 hours.

Safety Equipment. The Operations Support Specialists must wear CSA-approved safety boots while fulfilling their tasks. Resources must not enter work locations if they are not wearing safety boots.



Language. Proposed resources must be fluent in English. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.

Location of Work. The work is to be performed in any government building that SSC provides telecommunications services.

Travel. Local travel will be required to various locations within Kingston to respond to client calls. The contractor will be responsible for the costs incurred for local travel:

1. Local travel is defined as a 100 km radius surrounding the location of work; and
2. All non-local travel must be approved in advance by SSC. "Non-local travel" is defined as all travel outside of the 100 km radius surrounding the location of work; the Contractor must supply receipts along with the invoice/claim for reimbursement in accordance with the terms and conditions of the contract.

Tools and Equipment

1. Government Furnished Equipment - Any specialized Equipment and/or tools required to accomplish the assigned tasks and deliverables will be provided by SSC.
2. During the period of the contract, SSC reserves the right to add, delete, and/or upgrade tools and/or systems in support of SSC's operations. Where SSC adds and/or upgrades any tools and/or systems in support of its operations, the Contractor must support those tools and systems.

Tasks

Provide Operations Support Specialist (Level 3) services, as required:

The proposed resources will perform 1st line and limited 2nd line support to PBX as follows:

1. Perform routine maintenance on PBX's, to include weekly back-ups on EOS/EOL telecommunications infrastructure;
2. Program user features on Nortel PBX's ranging from Opt 11 to Opt 81;
3. Perform troubleshooting on the PBX's network and user reported problems on EOS/EOL telecommunications infrastructure;
 - Maintain cable records;
 - Perform Moves, Adds and Changes (MACs) on the Call Pilot Voice Mail system to include password resets;
 - Perform MACs to end user telephones as and when requested;
 - Installation of Category 6 cabling infrastructure as directed;
 - Maintain and update the cable plant records;
 - Perform PBX Technologist-related tasks incidental to the work described herein;



- Provide system administration and system operations support, including setting up user access, user profiles, back-up and recovery; and
- Provide customer interface to ensure requested changes are implemented.
- Deliverables. Contractor-supplied resources must provide Incident and Problem Resolution defined in Unit SLAs and SOPs to the Unit Technical Authority in a timely manner.

Technical Environment

The proposed resources must:

- Supply qualified resources who meet the Mandatory Requirements of the categories of work described in the Tasks/Deliverables section included in this Statement of Work (SOW);
- Provide the services to support operational requirements as follows:
 1. Resources must be available during operational business hours from Monday to Friday between 07:30-16:00 local time excluding civic and statutory holidays. There may be a requirement for work outside these hours and therefore the hours of work could be changed based on operational requirements;
 2. Resources must also be available for on-call requirements outside regular business hours 24 hours per day including Saturdays, Sundays and civic and statutory holidays. To support this requirement, SSC may provide the resource with a means of communication;
 3. For call-back requirements when the resource has been authorized to respond to an incident while on call outside of operational business hours;
 4. Attend quarterly meetings with the Regional Team Lead to review:
 - The status of work on current tasks based on monthly progress reports;
 - The financial elements of the contract based on the monthly financial report;
 - The quality control of the professional services delivery; and
 - Other issues, as deemed necessary by either party to the resulting contract;
 - Respond to the Task Authorization within ten (10) business days by providing qualified resumes of potential resource(s) that demonstrate that the proposed resources meet the requirements set out in the Statement of Work; and
 - Ensure that the resource(s) are available to commence work within 10 calendar days from the date the Contractor receives an approved Task Authorization.
- The proposed resources must have at least 10 years of experience and in-depth knowledge in servicing PBX's as an operations support specialist.



Security Clearance

Secret (Lvl II)

Reporting

The contractor must be responsible for providing to the Procurement Authority:

- a. A financial status report, to be included with the monthly invoice, which must contain, as a minimum, the following information:
 - Task Number;
 - Start Date;
 - End Date;
 - Amount Spent on Services;
 - Amount on Travel and Living;
 - GST/HST;
 - Total Spent;
 - Task Value;
 - Funds Remaining in the Task;
 - Percentage complete; and
 - Task Status (Active/Closed).
- b. A monthly progress report, to be included with the invoice. As a minimum, each progress report shall document the following information:
 - All significant activities performed in the period covered that may impact the ability to answer calls;
 - Status of any outstanding activities that may extend beyond normal timelines;
 - Description of any problems encountered which will require attention or escalation; and
 - Any recommendations to update procedures.

Notes:

- 1- Reviews will be held on a monthly basis to assess the benefit and/or need to continue the Task Function. If deemed that function is no longer required, the task may be terminated with 30 days written notice by the Technical Authority.
- 2- The resource(s) will not be provided with a telephone.
- 3- The resource(s) will be provided office space, computer, and standard SSC software as appropriate to fulfill the requirements of this request.



- 4- Any tools, computer equipment or other GFE, provided to the resource(s) must not be removed from the workplace.

Non-Disclosure:

In the performance of this contract, the contractor may have access to information and material which may result in placing him or her in a real or perceived conflict of interest or confer an unfair advantage upon him or her in respect of his or her participation in other future contracts or future solicitations. The Contractor acknowledges such participation may, at the sole discretion of the Crown, disqualify the Contractor, his or her affiliated entities, employees, agents or subcontractors from participating in such contracts or solicitations.

The Contractor must obtain from his or her employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached to the Task Authorization, and provide it both the Contracting and Technical Authority before they are given access to information by or on behalf of Canada in connection with the work.



Annex “B” - BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for work performed under the Contract.

Note to Suppliers: A Firm Per Diem Rate for each resource category/level must be included with all bid submissions against the TBIPS, including Firm/Fixed Price bids.

1. PROFESSIONAL SERVICES

The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex “A”, during the Contract period. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra.

Work Stream & Resource Category/Level	Number of Resources Required	Period of Contract	Firm Per Diem Rate	Estimated Number of Days (Per Resource)
B.13 – Operations Support Specialist (Level 3)	2	Contract Award to October 31, 2017	<to be completed by the Bidder>	240

1.1 Option Periods

Option Period #1

Work Stream & Resource Category/Level	Number of Resources Required	Period of Contract	Firm Per Diem Rate	Estimated Number of Days (Per Resource)
B.13 – Operations Support Specialist (Level 3)	2	November 1, 2017 to October 31, 2018	<to be completed by the Bidder>	240

Option Period #2

Work Stream & Resource Category/Level	Number of Resources Required	Period of Contract	Firm Per Diem Rate	Estimated Number of Days (Per Resource)
B.13 – Operations Support Specialist (Level 3)	2	November 1, 2018 to October 31, 2019	<to be completed by the Bidder>	240



ANNEX C

SECURITY REQUIREMENTS CHECK LIST

Attached