



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

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Miscellaneous Special Projects Division (XN)/Division
des projets spéciaux divers (XN)
Canadian Building
219 Laurier Ave. West, 13th Floor
Room 13077
Ottawa
Ontario
K1A 0S5

Title - Sujet TA Vehicle	
Solicitation No. - N° de l'invitation G9292-176319/A	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client G9292-176319	Date 2016-11-01
GETS Reference No. - N° de référence de SEAG PW-\$\$XN-110-30319	
File No. - N° de dossier 110xn.G9292-176319	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-21	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Yang, Annie	Buyer Id - Id de l'acheteur 110xn
Telephone No. - N° de téléphone (819) 654-5745 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

**BID SOLICITATION
FOR TWO CONTRACTS AGAINST A SUPPLY ARRANGEMENT FOR
TASK- BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)
MULTIPLE CATEGORIES – MULTIPLE LEVELS
EMPLOYMENT AND SOCIAL DEVELOPMENT CANADA (ESDC)**

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List of Annexes to the Resulting Contract:

Annex A Statement of Work
Appendix A to Annex A - Tasking Assessment Procedure
Appendix B to Annex A - Task Authorization (TA) Form

Appendix C to Annex A - Resource Assessment Criteria and Response Table
Appendix D to Annex A - Certifications at the TA stage

Annex B Basis of Payment

Annex C Security Requirements Check List

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

- Attachment 3.1: Bid Submission Form
- Attachment 3.2: Pricing Schedule

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

- Attachment 4.1: Corporate Evaluation Criteria

List of Attachment to Part 5 (Certifications):

- Attachment 5.1: Federal Contractors Program for Employment Equity – Certification

BID SOLICITATION

**FOR TWO CONTRACTS AGAINST A SUPPLY ARRANGEMENT FOR
TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)
MULTIPLE CATEGORIES – MULTIPLE LEVELS
FOR
EMPLOYMENT AND SOCIAL DEVELOPMENT CANADA (ESDC)**

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- 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 and the Security Requirements Check List.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Employment and Social Development Canada (ESDC) for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of up to two (2) contracts, each for one (1) year plus three (3) *one-year* irrevocable options allowing Canada to extend the term of the contract(s).
- (c) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the, Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/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 Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA), and the Agreement on Internal Trade (AIT).

- (e) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity – Certification."
- (f) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2, in the National Capital Region under the EN578-055605 series of SAs that are qualified for all of the resource categories listed in (h) below are eligible to compete. The TBIPS SA EN578-055605 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (g) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-055605 as that joint venture at the time of bid closing in order to submit a bid.
- (h) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED DURING THE INITIAL CONTRACT PERIOD
A.1 Application/Software Architect	2	2
	3	3
A.6 Programmer/Software Developer	2	2
	3	3
I.11 Technology Architect	2	2
	3	2
P.9 Project Manager	2	2
	3	1

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract(s).
- (c) The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 3 a) of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
 - 1. at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- (e) Subsection 5(4) of 2003, Standard Instructions – Goods and Services – Competitive Requirements is amended as follows:
 - (i) Delete: 60 days
 - (ii) Insert: 180 days

2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and at the PWGSC address indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Former Public Servant

- (a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the

evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

(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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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 FPSs in receipt of a pension, as applicable:

- (i) name of former public servant;
- (ii) 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 websites 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:

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

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement during Solicitation Period

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

2.7 Basis for Canada's Ownership of Intellectual Property

Employment and Social Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will be owned by Canada, on the following ground:

Where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS**3.1 Bid Preparation Instructions**

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

- (i) Section I: Technical Bid (4 hard copies and 2 soft copies on 2 separate CDs).
- (ii) Section II: Financial Bid (1 hard copy and 1 soft copy on a CD).
- (iii) Section III: Certifications not included in the Technical Bid (1 hard copy and 1 soft copy on a CD).

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. Prices must not be indicated in any other section of the bid.

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

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

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

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

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

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "**related**" to a Bidder if:
 - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.
- (e) **Joint Venture Experience:**
- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
- Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
- Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.
- Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
- Contracts all signed by A;
 - Contracts all signed by B; or
 - Contracts all signed by A and B in joint venture, or
 - Contracts signed by A and contracts signed by A and B in joint venture, or
 - Contracts signed by B and contracts signed by A and B in joint venture.
- That show in total 100 billable days.
- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 Section I: Technical Bid

- (a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 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 and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment "4.1", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Cross Reference & Self Score" column of Attachment 4.1, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iii) **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.
- (iv) **Customer Reference Contact Information:**
- (A) The Bidder must provide customer references. The customer reference must each confirm, if requested by PSPC, the facts identified in the Bidder's bid, as required by Attachment "4.1".
- (B) The form of question to be used to request confirmation from customer references is as follows:
- [Sample Question to Customer Reference: "Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"*
- Yes, the Bidder has provided my organization with the services described above.*
- No, the Bidder has not provided my organization with the services described above.*
- I am unwilling or unable to provide any information about the services described above.*
- (C) For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person
- Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is

knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 3.2. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - (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) **No Blank Prices:** Bidders must insert a valid price for each item in the tables. If the Bidder leaves any price blank or submit any "\$0.00" item, Canada will treat the blank price or "\$0.00" item as an administrative error and will request that the Bidder provide a valid price for that item within 24 hours of the request. Any bidder who does not respond with a valid price within 24 hours will be declared non-responsive.

3.4 Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**4.1 Evaluation Procedures**

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

4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**
- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) The mandatory technical criteria are described in Attachment 4.1.
- (b) **Point-Rated Technical Criteria:**
- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (ii) The rated requirements are described in Attachment 4.1.
- (c) **Evaluation of Resources :**
- Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then

be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix C of Annex A.

(d) **Reference Checks:**

- (i) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders *to be recommended for contract award*.
- (ii) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders *within a 48-hour period* using the email address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- (iii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- (iv) 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.
- (v) 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.

(e) **Calculation of Total Technical Score**

For any given Bidder, the greatest possible Total Technical Score is 70. The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\text{Total Technical Score} = \frac{\text{Technical Score}}{\text{Maximum Technical Points}} \times 70$$

4.3 Financial Evaluation

- (a) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (b) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (c) Financial Evaluation - Method B below).
- (b) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
 - (i) **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates, or Median Rate(s) if applicable, for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource

Categories stated in Attachment 4.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.

(ii) **Firm Per Diem Median Rate Evaluation**

(A) **Use:** The firm per diem median rate calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource category that is lower than the Lower Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.

(B) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual Resource Category a Median Rate will be determined for each Resource Category for the Initial Contract Period, and for each of the option period(s). For each Resource Category, the Median Rate will be calculated using the median function in Microsoft Excel. A Lower Band Limit will be calculated for each Resource Category and will represent a range that encompasses the Median Rate to a value of minus (-) 20% of the Median Rate. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Median Rate for that Resource Category.

For example, if the Median Rate is determined to be \$500 for a Resource Category, the Lower Band Limit would be minus (-) 20% of \$500, or \$400. If a Bidder proposes a firm per diem rate that is lower than \$400, the Median Rate of \$500 will be used in the Bidder's financial evaluation for that Resource Category.

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

(i) **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 3.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.

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

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

(i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the eighteen months before the date of this request for rate substantiation, and the fees charged were equal to or less than the rate offered to Canada;

(ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed

certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;

- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

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

(e) **Formulae in Pricing Tables**

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

(f) **Calculation of Total Financial Score**

The greatest possible Total Financial Score is 30. The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\text{Total Financial Score} = \frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 30$$

4.4 Basis of Selection

(a) **Selection Process:** The selection process will be conducted as follows:

- (i) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.

The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. The Total Bidder Score is calculated as follows:

$$\text{Total Bidder Score} = \text{Total Technical Score} + \text{Total Financial Score}$$

- (ii) In the event of identical Total Bidder Scores occurring, then the bid with the highest *Total Technical Score* will become the top-ranked bidder.
- (iii) A maximum of two contract(s) may be awarded in total to top 2 ranked bidders as a result of this solicitation.
- (iv) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

(b) **Contract Funding Allocation:** Where two contracts are awarded, each contract will be issued with an amount of funding specified in the article titled "Limitation of Expenditure" calculated based on the following subject to Article 7.2(h):

- (i) the Bidder with the highest Total Bidder Score will receive 60% of the funding initially allocated; and
- (ii) the Bidder with the next highest Total Bidder Score will receive 40% of the funding initially allocated.
- (iii) In the event there is only one responsive bid, only one contract will be awarded, The Contractor will receive 60% of the total funding available. In accordance with 7.9 (b) (iii), Canada may at its option:
 - (A) allocate the remaining portion (up to 40%) of the funding to the Contractor if its performance of the Work is to Canada's satisfaction; or
 - (B) re-compete the requirement

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times.

Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

a) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

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

The Bidder must provide the Contracting Authority with a completed Form in Attachment 5.1, Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Attachment Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2 Additional Certifications Precedent to Contract Award

a) Submission of Only One Bid

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**6.1 Security Requirement**

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes providing professional services as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is Employment and Social Development Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Allocation of Task Authorizations:** More than one contract has been awarded for this requirement. As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with the following subject to subsection (h) below:
 - (i) At the time this series of contracts was awarded, each contractor was allocated an amount of funding as specified in the Limitation of Expenditure in respect of Task Authorizations based on the evaluation process described in the bid solicitation that resulted in the award of this series of contracts. The contractor ranked first will receive 60% of the funding initially allocated and the contractor ranked next will receive 40% of the funding initially allocated.
 - (ii) Canada will use a rotational method to allocate the draft Task Authorizations, where the rotation is based on the amount of funding remaining under each of the respective contracts.
 - (iii) Canada will send the first draft Task Authorization to the Contractor with the greatest value of funding under its contract.
 - (iv) The Contractor sent a draft TA will have the time set out further below under the subparagraph entitled "Contractor's Response to Draft Task Authorization" to respond to the Contracting Authority.
 - (v) If the contractor to whom the draft TA is first sent either fails to respond on time or confirms in writing that it refuses to perform the task, the draft TA will then be forwarded to the Contractor with the next-greatest balance remaining of allocated funding. In the event that

Canada determines the proposed resource(s) does not meet the minimum experience or other requirements of the categories identified in the draft TA, Canada will send the draft TA to the Contractor with the next greatest balance remaining of allocation funding.

- (vi) The process of sending out a draft TA to the contractor with the greatest balance remaining will continue until Canada either cancels the requirement for the task or it has been validly issued to one of the Contractors. If none of the contractors can perform the task (in accordance with all the terms and conditions of this series of contracts), Canada may acquire the required Work by other means.
 - (vii) Once the Task Authorization is issued, for the purposes of calculations for the allocation of Task Authorizations, the value of that Task Authorization (and the value of any subsequent amendment to that TA) will be subtracted from the funding allocated to that Contractor.
 - (viii) When the next requirement to perform a task is identified, it will be sent to the Contractor with the greatest balance remaining of allocated funding. If more than one Contractor has the greatest balance remaining of allocated funds (i.e., several contractors have equal amounts of allocated funding), the draft TA will be sent to the Contractor among them that ranked highest under the bid solicitation evaluation process. If any Contract in this series of contracts is amended to add funding for Task Authorizations, all the remaining contracts (i.e., all contracts that have not previously been terminated) will be amended to add funding in amounts proportionate to the funding initially provided under each contract for Task Authorizations (e.g., if two contracts were awarded with \$3M and \$2M in funding for Task Authorizations respectively, and \$300,000 is added to the first contract, then \$200,000 will be added to the second contract).
- (c) **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A, B, C and D of Annex A.
- (d) **Form and Content of draft Task Authorization:**
- (i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex A.
 - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
 - (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;
 - (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days of effort required;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the level of security clearance required of resources;
 - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time

sheets filled in at the time of the work by the individual resources to support the charges); and

- (M) any other constraints that might affect the completion of the task.
- (e) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 5 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price and resource(s) for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

(f) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

- (i) To be validly issued, a TA must include the following signatures:
- (A) for any TA, inclusive of revisions, with a value less than or equal to \$200,000.00 (including Applicable Taxes), the TA must be signed by:
- (1) the Technical Authority; and
 - (2) the ESDC Procurement and Contracting Services Authority; and
- (B) for any TA, inclusive of revisions, with a value greater than this amount, a TA must include the following signatures:
- (1) the Technical Authority;
 - (2) the ESDC Procurement and Contracting Services Authority; and
 - (3) the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TA's at any time, or reduce the dollar value threshold described in subarticle (A) above; any suspension or reduction notice is effective upon receipt.

(g) **Periodic Usage Reports:**

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- (ii) The quarterly periods are defined as follows:
- (A) 1st quarter: April 1 to June 30;
 - (B) 2nd quarter: July 1 to September 30;
 - (C) 3rd quarter: October 1 to December 31; and
 - (D) 4th quarter: January 1 to March 31.
- The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.
- (iii) Each report must contain the following information for each validly issued TA (as amended):
- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;

- (B) a title or a brief description of each authorized task;
 - (C) the name, Resource category of each resource involved in performing the TA, as applicable;
 - (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
 - (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - (F) the start and completion date for each authorized task; and
 - (G) the active status of each authorized task, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TA's (as amended):
- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TA's; and
 - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TA's.
- (h) **Refusal of Task Authorizations or Submission of a Response Which Is Not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. For greater clarity, each draft TA, which is identifiable by its task number, will only count as one instance. A valid response is one that is submitted within the required time period and meets all requirements of the draft TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the draft TA at pricing not exceeding the rates set out in Annex B. Each time when the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the funding remaining in the Limitation of Expenditure of its Contract by 5% and set aside the decreased amount until such time as specified in Article 7.9 (b) (iii) in the last year of the Contract, when the set-aside cumulative amount will be reallocated to each contract in amounts proportionate to the funding initially provided under each contract. (e.g. Contractor A was awarded \$3M and Contractor B was awarded \$2M for Limitation of Expenditure in Year 1, Contract A amount was reduced by 5% for non-valid response when the remaining amount was at \$2M. As a result, Contract A had \$1.9M left in the Limitation of Expenditure and \$100,000 was set aside to be reallocated later. In Year 2, an additional \$3M was added to Contract A and \$2M was added to Contract B. Contract B amount was reduced by 5% for non-valid response when the remaining amount was at \$1M. As a result, Contract B had \$950,000 left in the Limitation of Expenditure and \$50,000 was set aside to be reallocated later. The set-aside cumulative amount was \$150,000. In Year 4, the last year of Contract if all option periods were exercised, when there was not sufficient funds for Contract A or Contract B to complete the Work in the TA, \$90,000 (60% of \$150,000) was reallocated to Contract A and \$60,000 (40% of \$150,000) was reallocated to Contract B). This decrease will be notified to the Contractor via email by the Contracting Authority. The Contract will not be amended until such time as specified in Article 7.9 (b) (iii).
- (i) **Consolidation of TA's for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TA's for administrative purposes.

7.3 Minimum Work Guarantee

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

- (ii) **"Minimum Contract Value"** means 1.5 % 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 requests work in the amount less than the Minimum Contract Value during the Contract Period, Canada will pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested and delivered, up to the Minimum Contract Value.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
 - (i) for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

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

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

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

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

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

- (ii) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
 - (iii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- apply to and form part of the Contract.

7.5 Security Requirement

The following security requirements (SRCL # 6 and related clauses provided by ISP) as set out under Annex "B" to the Supply Arrangement, applies to and forms part of the Contract.

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

7.6 Contract Period

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

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Annie Yang
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Special Procurement Initiatives Directorate

Address: 11 Laurier St., Gatineau, Québec
Telephone: 873-469-4639
E-mail address: annie.yang@tpsgc-pwgsc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

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

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

(c) ESDC Procurement and Contracting Services Authority

The ESDC Procurement and Contracting Services Authority for the Contract is:

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

The ESDC Procurement and Contracting Services Authority is the representative of the client for whom the Work is being carried out under the Contract and is responsible for all matters concerning the administration aspects of the Work under the Contract, communication with PSPC Contracting Authority on all matters concerning the Contract and providing PSPC report on Contract utilization.

(d) Contractor's Representative

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

7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

(a) Basis of Payment

-
- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **Pre-Authorized Travel and Living Expenses**
Canada will not pay any travel or living expenses associated with performing the Work.
- (iii) **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.
- (iv) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (v) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.
- (b) **Limitation of Expenditure – Cumulative Total of all Task Authorizations**
- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and Applicable Taxes are extra.
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (A) when it is 75 percent committed, or
- (B) 4 months before the contract expiry date, or
- (C) As soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
- whichever comes first.
- (i) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- (c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
-

- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- (d) **Time Verification**
Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.
- (e) **Payment Credits**
- (i) **Failure to Provide Resource:**
- (A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (B) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
- (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
- (2) the corrective measures required of the Contractor described above are not met.
- This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately

credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

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

7.10 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization number(s), ESDC PO number(s) and resource name(s).
- (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 submit each invoice and the supporting documents (e.g. signed ESDC monthly status report) to ESDC Payment Processing Center at NC-INVOICES-FACTURES-GD@servicecanada.gc.ca and a copy to the Technical Authority at NC-CONTRACTS-CONTRATS-ERP-GD@hrsdc-rhdcc.gc.ca. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.11 Certifications

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

7.12 Federal Contractors Program for Employment Equity - Default by Contractor

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

7.13 Applicable Laws

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

7.14 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
 - (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
 - (ii) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
 - (iii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information.
- (c) General Conditions 2035 (2016-04-04), Higher Complexity - Services;
- (d) Annex A, Statement of Work - Annex A including its Appendices as follows:
 - (i) Appendix A to Annex A - Tasking Assessment Procedure;
 - (ii) Appendix B to Annex A - Task Authorization (TA) Form;
 - (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Table;
 - (iv) Appendix D to Annex A - Certifications at the TA stage;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any); and
- (h) the Contractor's bid dated _____ (date of bid), as clarified / amended on _____ (date(s) if applicable.)

7.15 Foreign Nationals

- (a) SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor), or
- (b) SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

Note to Bidders: One of these clauses, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

7.16 Insurance Requirements

- (a) **Compliance with Insurance Requirements**
 - (i) The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
 - (ii) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
 - (iii) The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide

the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(b) **Commercial General Liability Insurance**

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

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

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

7.17 Limitation of Liability - Information Management/Information Technology

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

Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

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

(c) **Third Party Claims:**

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

7.18 Joint Venture Contractor

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

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

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

7.19 Professional Services - General

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

Replacement of Specific Individuals

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

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

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

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

7.20 Professional Services for Pre-Existing Software (applicable for some of the Task Authorizations)

- (a) **Pre-Existing Software:** The "Pre-Existing Software" consists of the computer programs listed in an applicable Task Authorization, which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- (b) **Software Services:** During the Contract Period, the Contractor must provide the Client with the following "Services for Pre-Existing Software" as and when requested by Canada through a Task Authorization:
 - (i) accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available; and
 - (ii) keeping track of the software publisher's software releases for the purpose of configuration control.
- (c) **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- (d) **Title:** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- (e) **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

7.21 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.

7.22 Representations and Warranties

The Contractor made statements regarding its own and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract and the issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have and maintain, the skills, qualifications, expertise and experience necessary

to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.23 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.24 Transition Services at End of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period, 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 additional charge for these services.

7.25 Identification Protocol Responsibilities

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

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

ANNEX A
STATEMENT OF WORK

(AS ATTACHED)

APPENDIX A TO ANNEX A
TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of required information to supply the requested Resource Categories based on the requirements identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the Contract. The Contractor will be given a maximum 5 business days to submit a response.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution. For project experience to qualify, the Contractor must propose projects of a minimum duration of six (6) consecutive months.
 - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

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

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

TASK AUTHORIZATION (TA)			
Contractor:		Contract Number:	
Commitment Number:		Financial Coding:	
Task Authorization (TA) Number:		Date:	
TA REQUEST (For completion by Technical Authority)			
1. Description of Requirement: As indicated in the attached Statement of Work (SOW)			
2. Period of Services	From:	To:	Level of Effort (days):
3. Work Location			
4. Work Conditions /Restraints	Yes: __ No: __ Specify:		
5. Task Proposal:	Estimated Cost \$: _____ (excl taxes)		\$ _____ per diem rate
6. Level of security clearance required for the contractor's resource			
Reliability Status: ____ Secret: ____ Top Secret: ____ Other: ____ (please specify)			
7. Bilingualism (if applicable): YES: _____ NO: _____			
Category of Resource for whom the bilingualism is required:			
8. Technical Expertise Requested: (Please check all that are applicable)			
Please note for each requested are of expertise: For Level 2 categories: Resources must demonstrate 24 months of experience within the last 48 months. For Level 3 categories: Resources must demonstrate 48 months of experience within the last 96 months.			
Required	Technical Expertise	Required	Technical Expertise
	<i>(to be listed here during TA call-up)</i>		<i>(to be listed here during TA call-up)</i>
9. Certifications requested: (Please check all that applicable)			
Required	Certification	Required	Certification
	<i>(to be listed here during TA call-up)</i>		<i>(to be listed here during TA call-up)</i>

TA PROPOSAL				
10. Estimated Contract Cost				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Working Days	Total Cost (\$)
Professional Services Estimated Cost			Sub-Total	
				HST
				Grand Total

TA APPROVAL		
11. SIGNING AUTHORITIES		
Name, Title and Contact Information of Individual Authorized to Sign on Behalf of the Contractor:	Signature:	Date:
Name, Title and Contact Information of Technical Authority (TA):	Signature:	Date:
Name, Title and Contact Information of ESDC Procurement and Contracting Services Authority:	Signature:	Date:
Name, Title and Contact Information of Contracting Authority: (To be signed by PSPC only when total costs are \$200K or greater)	Signature:	Date:
12. BASIS OF PAYMENT & INVOICING		
<p>Must be in accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Technical Authority. Total of payments not to exceed the grand total.</p> <p>Invoices must be sent to ESDC Payment processing center at NC-INVOICES-FACTURES-GD@servicecanada.gc.ca with a cc to the Technical Authority at NC-CONTRACTS-CONTRATS-ERP-GD@hrsdc-rhdcc.gc.ca.</p> <p>Invoices must clearly state the Task Authorization number(s), ESDC PO number(s) and resource name(s) in the TA with the signed ESDC monthly status report attached to it.</p>		

DELIVERABLE ACCEPTANCE
Department Name: ESDC
Task Authorization Number:
Technical Authority:
Date Submitted:
DESCRIPTION OF DELIVERABLE(S)
Name of the individual who accepted the deliverable:
Title of the individual who accepted the deliverable:
Date accepted:
Signature of the individual who accepted the deliverable:
Comments:

APPENDIX C TO ANNEX A
RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

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

Individual Resource Minimum Qualification Requirements – Contractor’s Response Template			
Name of Contractor:		Contract Number:	TA #:
Proposed Resource:	Position:	TBIPS Category:	TBIPS Level:
MQ#	Minimum Qualifications (MQ)	Reference	
1	<p>The Contractor must demonstrate that the proposed resource has the minimum number of years of experience specified below as the Resource Category identified in the Task Authorization (TA) Request.</p> <p>For Level 2 categories: 5 years within the past 8 years</p> <p>For Level 3 categories: 10 years within the past 15 years</p> <p>In order for a Resource Project Reference to be accepted, it must demonstrate at least 50% of the responsibilities enumerated in the TA.</p>	Cross Reference to Assigned Resource Project Reference Number(s):	
2	<p>The Contractor must demonstrate that the proposed Resource’s experience submitted under MQ #1 includes the minimum number of months of experience specified below, in the Technology(ies) and or Module(s) identified as required in the TA Request.</p> <p>For Level 2 categories: 24 months within the past 48 months</p> <p>For Level 3 categories: 48 months within the past 96 months</p>	Cross Reference to Assigned Resource Project Reference Number(s):	
3	When required, the proposed Resource must hold the certification(s) identified on the TA Request.	Cross reference to Resume Page/Article #:	

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

Initial Contract Period (Date of Contract award to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
A.1 Application/Software Architect	Level 2	
A.1 Application/Software Architect	Level 3	
A.6 Programmer/Software Developer	Level 2	
A.6 Programmer/Software Developer	Level 3	
I.11 Technology Architect	Level 2	
I.11 Technology Architect	Level 3	
P.9 Project Manager	Level 2	
P.9 Project Manager	Level 3	

OPTION PERIODS:

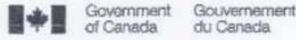
Option Period 1 (_____ to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
A.1 Application/Software Architect	Level 2	
A.1 Application/Software Architect	Level 3	
A.6 Programmer/Software Developer	Level 2	
A.6 Programmer/Software Developer	Level 3	
I.11 Technology Architect	Level 2	
I.11 Technology Architect	Level 3	
P.9 Project Manager	Level 2	
P.9 Project Manager	Level 3	

Option Period 2 (_____ to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
A.1 Application/Software Architect	Level 2	
A.1 Application/Software Architect	Level 3	
A.6 Programmer/Software Developer	Level 2	
A.6 Programmer/Software Developer	Level 3	
I.11 Technology Architect	Level 2	
I.11 Technology Architect	Level 3	
P.9 Project Manager	Level 2	
P.9 Project Manager	Level 3	

Option Period 3 (_____ to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
A.1 Application/Software Architect	Level 2	
A.1 Application/Software Architect	Level 3	
A.6 Programmer/Software Developer	Level 2	
A.6 Programmer/Software Developer	Level 3	
I.11 Technology Architect	Level 2	
I.11 Technology Architect	Level 3	
P.9 Project Manager	Level 2	
P.9 Project Manager	Level 3	

ANNEX C SECURITY REQUIREMENTS CHECK LIST

 Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat Common PS SRCL#6 Security Classification / Classification de sécurité UNCLASSIFIED
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Professional Services - Standing Offers and Supply Arrangements	
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. c) Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	
7. c) Level of Information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÉS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÉS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÉS SECRET <input type="checkbox"/>
	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÉS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÉS SECRET (SIGINT) <input type="checkbox"/>
TBS/SCT 360-103(2004/12)	
Security Classification / Classification de sécurité UNCLASSIFIED	
	



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

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

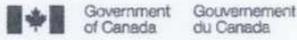
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou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

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

TBS/SCT 360-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL (CONFIDENTIAL)	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support IT IT Log / 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.

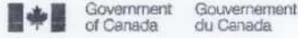
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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).

TBS/SCT 360-103(2004/12)

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

Contract Number / Numéro du contrat

Common PS SRCL#6

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Centralized Professional Services System, CPSS

Professional Services - Methods of Supply

Robert Lorrain

Telephone No. - N° de téléphone
000-000-0000

Facsimile No. - N° de télécopieur
000-000-0000

E-mail address - Adresse courriel
SSPC.CPSS@tpsgc-pwgsc.gc.ca

Date
2012/03/13

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

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Charron, Annick

SO

Annick Charron

Telephone No. - N° de téléphone
819-956-0615

Facsimile No. - N° de télécopieur
819-934-1449

E-mail address - Adresse courriel
annick.charron@tpsgc-pwgsc.gc.ca

Date
March 20, 2012

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No

Yes

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

Jacques Saumur

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

27-MARCH-2012

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

ATTACHMENT 3.1
BID SUBMISSION FORM

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

<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none">1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;2. This bid is valid for the period requested in the bid solicitation;3. All the information provided in the bid is complete, true and accurate; and4. 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.		
Signature of Authorized Representative of Bidder		

**ATTACHMENT 3.2
PRICING SCHEDULE**

In respect of the "Estimated Number of Days" listed below in (C*) the estimated number of days is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

Initial Contract Period:

Initial Contract Period				
Date of Contract award to _____				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate (if applicable)	Total Cost (C x D)
A.1 Application/Software Architect	Level 2	480	\$	\$
A.1 Application/Software Architect	Level 3	720	\$	\$
A.6 Programmer/Software Developer	Level 2	480	\$	\$
A.6 Programmer/Software Developer	Level 3	720	\$	\$
I.11 Technology Architect	Level 2	480	\$	\$
I.11 Technology Architect	Level 3	480	\$	\$
P.9 Project Manager	Level 2	480	\$	\$
P.9 Project Manager	Level 3	240	\$	\$
Total Price Initial Contract Period				\$ <TBD>

Option Periods:

Option Period 1 _____ to _____				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate (if applicable)	Total Cost (C x D)
A.1 Application/Software Architect	Level 2	480	\$	\$
A.1 Application/Software Architect	Level 3	720	\$	\$
A.6 Programmer/Software Developer	Level 2	480	\$	\$
A.6 Programmer/Software Developer	Level 3	720	\$	\$
I.11 Technology Architect	Level 2	480	\$	\$
I.11 Technology Architect	Level 3	480	\$	\$
P.9 Project Manager	Level 2	480	\$	\$
P.9 Project Manager	Level 3	240	\$	\$
Total Price Option Period 1				\$ <TBD>

Option Period 2 _____ to _____				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate (if applicable)	Total Cost (C x D)
A.1 Application/Software Architect	Level 2	480	\$	\$
A.1 Application/Software Architect	Level 3	720	\$	\$
A.6 Programmer/Software Developer	Level 2	480	\$	\$
A.6 Programmer/Software Developer	Level 3	720	\$	\$
I.11 Technology Architect	Level 2	480	\$	\$
I.11 Technology Architect	Level 3	480	\$	\$
P.9 Project Manager	Level 2	480	\$	\$
P.9 Project Manager	Level 3	240	\$	\$
Total Price Option Period 2				\$ <TBD>

Option Period 3 _____ to _____				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate (if applicable)	Total Cost (C x D)
A.1 Application/Software Architect	Level 2	480	\$	\$
A.1 Application/Software Architect	Level 3	720	\$	\$
A.6 Programmer/Software Developer	Level 2	480	\$	\$
A.6 Programmer/Software Developer	Level 3	720	\$	\$
I.11 Technology Architect	Level 2	480	\$	\$
I.11 Technology Architect	Level 3	480	\$	\$
P.9 Project Manager	Level 2	480	\$	\$
P.9 Project Manager	Level 3	240	\$	\$
Total Price Option Period 3				\$ <TBD>

Total Bid Price	
(Initial Contract Period + Option Period 1 + Option Period 2 + Option Period 3)	\$ <TBD>

ATTACHMENT 4.1
CORPORATE EVALUATION CRITERIA

(AS ATTACHED)

ATTACHMENT 5.1
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

ANNEX A: STATEMENT OF WORK

FOR

TASK-BASED INFORMATICS AND PROFESSIONAL SERVICES

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STATEMENT OF WORK

1.0 INTRODUCTION

Employment and Social Development Canada (ESDC) employs approximately 25,000 employees in regional and local offices across Canada, including more than 19,000 assigned to Service Canada (the service arm of ESDC). To deliver on its mandate, ESDC provides programs and services to millions of Canadians through 600 service sites across Canada.

ESDC requires information and technology services to support the department's program delivery mandate. This includes servicing business applications that support and streamline work processes, access data, and process millions of benefit-related transactions to address Canadians' needs. Accompanied by an integrated solution for IT Services, ESDC requires support from professional IT resources to ensure continuity and quality of service.

Departmental Service Bus (DSB) Team within ESDC is responsible for providing the capability to integrate partner systems often heterogeneous technical systems for data exchange. DSB is a middleware Oracle component that processes incoming service request messages, determines routing logic and transforms messages for compatibility with other service consumers. The component enables the connectivity and transfer of messages and data between heterogeneous components.

DSB team requires informatics and technology professional services to support the operations and/or projects in two (2) technology suites, being:

- 1. Oracle SOA Suite**
ESDC uses the Oracle SOA Suite of products to transform complex application integration into agile and re-usable service-based connectivity to speed time to deployment.
- 2. Oracle BPM Suite**
The Oracle BPM Suite will allow ESDC to enable business processes that deliver operational efficiency, business visibility, excellent customer experience, and agility to the enterprise.

2.0 REQUIREMENT

ESDC requires "as and when requested" IT Professional Services that satisfy the need for application resources to be readily available for implementation into various operational and/or project environments while accommodating project and/or initiative time constraints. Informatics professional services are to be delivered by resources from the following TBIPS Categories within the domains described above to assist in the implementations of solutions within the DSB team:

Table A-1

TBIPS ID	CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	ESTIMATED # OF RESOURCES REQUIRED WITHIN THE FIRST YEAR
A.1	Application/Software Architect	2	2
A.1	Application/Software Architect	3	3
A.6	Programmer / Software Developer	2	2
A.6	Programmer / Software Developer	3	3
I.11	Technology Architect	2	2
I.11	Technology Architect	3	2
P.9	Project Manager	2	2
P.9	Project Manager	3	1

3.0 DELIVERABLES

For each Task Authorization (TA) that is issued against this contract, the Contractor(s) will be required to provide various deliverables and other related documents as specified in the respective Task Authorization. The decision on whether or not a TA has been successfully completed will be drawn based on criteria (e.g. elapsed time, scope and functionality, quality, resourcing, etc.) as defined by the TA responsible authority.

4.0 LOCATION OF WORK

It is anticipated that the majority of the Work associated with each TA will be carried out on-site at ESDC facilities within the DSB team in the National Capital Region (NCR).

5.0 LANGUAGE

It is anticipated that the majority of the work associated with each TA will be carried out in English. However, there may be a requirement from time to time for work to be conducted in French. The language requirements will be specified within each TA.

A.1 Application/Software Architect – Level 2

1.0 Requirement

The DSB team within ESDC has a requirement for one or more A.1 Application/Software Architect – Level 2. This resource will support operations and/or projects within the DSB team under one of the two (2) technology suites defined in Section 1.0 above.

2.0 Tasks

Throughout the contract period, the resource must support the operations and maintenance of DSB solutions, as well as the planning and implementation of DSB projects including but not limited to, the following tasks:

- a) Participate in the development of technical architectures, frameworks and strategies, for the Department Service Bus' implementations, to meet the business and application requirements, being compliant with IT and enterprise governance.
- b) Analysing the current enterprise strategy, IT strategy and maturity of software systems, processes, procedures, methods and standards.
- c) Participate in any discussion and brainstorming sessions for this analysis.
- d) Document database content, structure, and application sub-systems, and develop data dictionary.
- e) Identify the policies and requirements that drive out a particular solution.
- f) Analyze and evaluate alternative technology solutions to meet business problems.
- g) Assist in the developing of the prototype models to ensure that the various solutions meet the required technology and business needs and operate according to design within the DSB environment.
- h) Monitor industry trends to ensure that solutions fit with government and industry directions for technology suite.
- i) Analyze functional requirement to identify information, procedures and decision flows.
- j) Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems.
- k) Define input/output sources, including detailed plan for technical design phase.
- l) Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.
- m) Interact with other teams to understand dependencies, resolve cross-team issues and ensure conversion milestones are met;
- n) Participate in estimating and managing technical aspects of the project plan during the pre-implementation, implementation and/or stabilization phase;
- o) Evaluate application server and software services sharing and capacity issues and provide advice regarding the feasibility and architectural issues related to configuration, capacity and performance;

- p) Assist in the development of technical programs for data conversion, application security, compare programs and reports;
- q) Collaborate with technical and functional teams to troubleshoot, analyse and determine solutions to operational issues;
- r) Identify opportunities to improve integration component performance.
- s) Report completed tasks, issues, and risks to the Technical Lead within the team;
- t) Provide timely and complete knowledge transfer to DSB's project team staff through individual and group training, shadowing, demonstrations and written instructions.
- u) The Resource must provide other pertaining documentation associated with defined task and relevant technology;
- v) Transfer relevant functional and technical knowledge to project team employees through formal and informal channels in written and oral format, on an ongoing basis throughout the life of the contract with final knowledge transfer to be completed no later than one month prior the contract end date;

3.0 Deliverables

Throughout the contract, the resource must execute the aforementioned tasks and complete the following deliverables, without limitation, in a timely and quality manner as described below. The resource must prepare all documentation in accordance with ESDC standards and templates and provide all deliverables by the date(s) specified on project plans. All deliverables are subject to review and approval of the Technical Authority.

- a) The architecture, frameworks and strategies for implementations within the Department Service Bus team in compliance with the IT and enterprise governance.
- b) The required documentation for current enterprise strategy, IT Strategy and maturity of software systems, processes, procedures, methods and standards.
- c) A written status report on a weekly basis, documenting the progress of the work described above in services required including issues/risks/challenges, which may affect overall schedule and planned tasks for the next reporting period;
- d) A documentation on strategy for relevant functional and technical knowledge to project team employees throughout the life of the contract with final knowledge transfer to be completed no later than one month prior the contract end date;
- e) The documentation associated with defined task and relevant technology with the Departmental Service Bus i.e. Oracle Middleware and Enterprise Service Bus suite of technologies;
- f) Presentation and execution upon request;
- g) Post engagement review/lessons learned documents as requested;
- h) Any other project deliverables related to the tasks identified in Section 2.0 above, on an "as and when requested" basis as specified by the Technical Authority.

4.0 Technologies/Technical Expertise

It is anticipated that this Resource will require experience and expertise, without limitation, at a minimum with one of the following technology suites, including but not limited to:

1. Oracle SOA Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none">• AIX,• Windows,• Linux	<ul style="list-style-type: none">• WSDL,• SOAP,• XML,• HTTP/HTTPS,• UDDI,• WSIL,• WS-I,• WS-Security.	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none">• Orchestration (BPEL),• ESB,• OSB,• BAM,• BPM.	Oracle Middleware Architecture using JDeveloper or Eclipse Platform (OSB plugin).

2. Oracle BPM Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none">• AIX,• Windows,• Linux	<ul style="list-style-type: none">• Java EE	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none">• BPM Suite• SOA Suite	Oracle Middleware Architecture using Oracle Business Process Composer, BPM Studio, JDeveloper.

5.0 Certifications and Training

This Resource may be required, without limitation, to hold one or more of the following certifications and/or training:

- a) Agile Scrum
- b) Oracle SOA Suite
- c) Oracle BPM Suite

A.1 Application/Software Architect – Level 3

1.0 Requirement

The DSB team within ESDC has a requirement for one or more A.1 Application/Software Architect – Level 3. This resource will support operations and/or projects within the Departmental Service Bus (DSB) under one of the two (2) technology suites defined in Section 1.0 above.

2.0 Tasks

Throughout the contract period, the resource must lead and/or participate in the operations and maintenance of DSB solutions, as well as the planning and implementation of DSB projects including but not limited to, the following tasks:

- a) Participate and assist the technical team to develop, estimate and manage technical aspects of the project plan during the planning, pre-implementation, implementation and/or stabilization phases.
- b) Lead in the development of technical architectures, frameworks and strategies, for the Department Service Bus' implementations, to meet the business and application requirements, being compliant with IT and enterprise governance.
- c) Identify critical milestones and ensure that they are included in the overall plans.
- d) Evaluate application server and software services sharing and capacity issues and provide recommendations regarding the feasibility and architectural issues related to configuration, capacity and performance.
- e) Provide enterprise and technical recommendations to the management team as needed.
- f) Assess solutions and address a variety of technical issues for all areas of components in the DSB environment. Provide recommendations to and assisting the various teams within Department Service Bus with implementations.
- g) Provide guidance and expertise for all implementation in the DSB team's processes, interfaces and tools.
- h) Lead in the analysis of the current enterprise strategy, IT strategy and maturity of software systems, processes and standards.
- i) Identify the policies and requirements that drive out a particular solution.
- j) Analyze and evaluate alternative technology solutions to meet business problems.
- k) Developing prototype models to ensure that the various solutions meet the required technology and business needs and operate according to design within the environment.
- l) Providing guidance and assisting with the prototype design and development for the prototype models.
- m) Ensures the integration of all aspects of technology solutions including designing, building and documenting integration components.
- n) Monitor industry trends to ensure that solutions fit with government and industry directions for technology suite.
- o) Analyze functional requirement to identify information, procedures and decision flows.

- p) Develop low-level requirements, programming and systems development for implementations.
- q) Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary.
- r) Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems.
- s) Define input/output sources, including detailed plan for technical design phase, and obtain approval of the system proposal.
- t) Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.
- u) Interact with other teams to understand dependencies, resolve cross-team issues and ensure conversion milestones are met;
- v) Collaborate with technical and functional teams to troubleshoot, analyse and determine solutions to operational issues.
- w) Maintain a work plan for items assigned for development including task status, completion date, percentage complete, etc.;
- x) Lead in the development of technical programs for data conversion, application security, compare programs and reports;
- y) Report issues and risks to the Technical Lead within the team;
- z) Review the business/technical design specifications to ensure it is of suitable quality;
- aa) Provide timely and complete knowledge transfer to ESDC's project team staff through individual and group training, shadowing, demonstrations and written instructions.
- bb) Transfer relevant functional and technical knowledge to project team employees through formal and informal channels in written and oral format, on an ongoing basis throughout the life of the contract with final knowledge transfer to be completed no later than one month prior the contract end date.
- cc) Provide documentation associated with the defined task and relevant technology suite(s);

3.0 Deliverables

Throughout the contract, the resource must execute the aforementioned tasks and complete the following deliverables, without limitation, in a timely and quality manner as described below. The resource must prepare all documentation in accordance with ESDC standards and templates and provide all deliverables by the date(s) specified on project plans. All deliverables are subject to review and approval of the Technical Authority.

- a) The architecture, frameworks and strategies for implementations within the Department Service Bus team in compliance with the IT and enterprise governance.
- b) The required documentation for current enterprise strategy, IT Strategy and maturity of software systems, processes, procedures, methods and standards. Participate in any discussion and brainstorming sessions for this analysis.

- c) A written status report on a weekly basis, documenting the progress of the work described above in services required including issues/risks/challenges, which may affect overall schedule and planned tasks for the next reporting period;
- d) Technical documentation for all modifications/enhancements to all implementations within the DSB team.
- e) Written recommendations to the Technical Authority/Leads within the team or their representatives;
- f) Written recommendations to the management team.
- g) A documentation on strategy for relevant functional and technical knowledge transfer to project team employees throughout the life of the contract.
- h) The documentation associated with defined task and relevant technology with the Departmental Service Bus i.e. Oracle Middleware and Enterprise Service Bus suite of technologies.
- i) Architectural landscape strategies documents, model and maps for all DSB's implementations.
- j) Presentation and training material and execution upon request;
- k) Post engagement review/lessons learned documents as requested;
- l) Any other project deliverables related to the tasks identified in Section 2.0 above, on an "as and when requested" basis as specified by the Technical Authority in a leadership capacity.

4.0 Technologies/Technical Expertise

It is anticipated that this Resource will require experience and expertise, without limitation, at a minimum with one of the following technology suites, including but not limited to:

1. Oracle SOA Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • WSDL, • SOAP, • XML, • HTTP/HTTPS, • UDDI, • WSIL, • WS-I, • WS-Security. 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • Orchestration (BPEL), • ESB, • OSB, • BAM, • BPM. 	Oracle Middleware Architecture using JDeveloper or Eclipse Platform (OSB plugin).

2. Oracle BPM Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • Java EE 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • BPM Suite • SOA Suite 	Oracle Middleware Architecture using Oracle Business Process Composer, BPM Studio, JDeveloper.

5.0 *Certifications and Training*

This Resource may be required, without limitation, to hold one or more of the following certifications and/or training:

- a) Agile Scrum
- b) Oracle SOA Suite
- c) Oracle BPM Suite

A.6 Programmer/Software Developer – Level 2

1.0 Requirement

The DSB team within ESDC has a requirement for one or more A.6 Programmer/Software Developer – Level 2. This resource will support operations and/or projects within the department under one of the two (2) technology suites defined in Section 1.0 above.

2.0 Tasks

Throughout the contract period, the resource must participate in the operations and maintenance of DSB solutions as well as, the planning and implementation of the aforementioned projects including but not limited to, the following tasks:

- a) Develop low level detailed requirements including programming and systems design and development of Oracle SOA, BPM suites and custom SOA development.
- b) Participate in the development and preparation of diagrammatic plans for solution of business and technical problems by means of computer systems of significant size and complexity as requested from the SOA development team lead.
- c) Incorporate available software programs.
- d) Assist in the design of detailed programs, flow charts, and diagrams indicating mathematical computation and sequence of machine operations necessary to copy and process data and print the results.
- e) Develop programs, reports and interfaces based on functional specifications.
- f) Ensure reusability of components.
- g) Translate detailed flow charts into coded machine instructions and confer with technical personnel in planning programs.
- h) Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel.
- i) Transfer relevant functional and technical knowledge to project team employees through formal and informal channels in written and oral format, on an ongoing basis throughout the life of the contract with final knowledge transfer to be completed no later than one month prior the contract end date.

3.0 Deliverables

Throughout the contract, the resource must execute the aforementioned tasks and complete the following deliverables, without limitation, in a timely and quality manner as described below. The resource must prepare all documentation in accordance with ESDC standards and templates and provide all deliverables by the date(s) specified on project plans. All deliverables are subject to review and approval of the Technical Authority.

- a) A written status report on a weekly basis, documenting the progress of the work described above in services required including issues/risks/challenges, which may affect overall schedule and planned tasks for the next reporting period;
- b) Documentation associated with defined task and relevant suite which includes but not limited to functional and technical designs and development specifications.
- c) Source code and user interface objects.
- d) Status update presentations
- e) Presentation and training material and execution upon request;
- f) Post engagement review/lessons learned documents as requested;
- g) Any other project deliverables related to the tasks identified in Section 2.0 above, on an “as and when requested” basis as specified by the Technical Authority.

4.0 Technologies/Technical Expertise

It is anticipated that this Resource will require experience and expertise, without limitation, at a minimum with one of the following technology suites, including but not limited to:

1. Oracle SOA Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • WSDL, • SOAP, • XML, • HTTP/HTTPS, • UDDI, • WSIL, • WS-I, • WS-Security. 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • Orchestration (BPEL), • ESB, • OSB, • BAM, • BPM. 	Oracle Middleware Architecture using JDeveloper or Eclipse Platform (OSB plugin).

2. Oracle BPM Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • Java EE 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • BPM Suite • SOA Suite 	Oracle Middleware Architecture using Oracle Business Process Composer, BPM Studio, JDeveloper.

5.0 Certifications and Training

This Resource may be required, without limitation, to hold any combination of the following

certifications and/or training:

- a) Agile Scrum
- b) Oracle SOA Suite
- c) Oracle BPM Suite

A.6 Programmer/Software Developer – Level 3

1.0 Requirement

The DSB team within ESDC has a requirement for one or more A.6 Programmer/Software Developer – Level 3. This resource will support operations and/or projects within the department under one of the two (2) technology suites defined in Section 1.0 above.

2.0 Tasks

Throughout the contract period, the resource must lead and/or participate in the operations and maintenance of DSB solutions as well as, the planning and implementation of the aforementioned projects including but not limited to, the following tasks:

- a) Perform a leading role in developing low level detailed requirements including programming and system design and development of Oracle SOA, BPM Suites and custom SOA development.
- b) Lead in the development and preparation of diagrammatic plans for solution of business, scientific and technical problems by means of computer systems of significant size and complexity.
- c) Select and incorporate available software programs.
- d) Lead in the design of detailed programs, flow charts, and diagrams indicating mathematical computation and sequence of machine operations necessary to copy and process data and print the results.
- e) Perform a leading role in the development of programs, reports and interfaces based on functional specifications.
- f) Ensure reusability of components.
- g) Lead in the translation of detailed flow charts into coded machine instructions and confer with technical personnel in planning program.
- h) Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference.
- i) Lead in the verification of accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel. Interact with other teams to understand schedule dependencies, resolve cross-team issues, and ensure milestones are met.
- j) Correct program errors by revising instructions or altering the sequence of operations.
- k) Assist in developing and presenting various project status updates as well as project deliverables.
- l) Transfer relevant functional and technical knowledge to project team employees through formal and informal channels in written and oral format, on an ongoing basis throughout the life of the contract with final knowledge transfer to be completed no later than one month prior the contract end date;

3.0 Deliverables

Throughout the contract, the resource must execute the aforementioned tasks and complete the following deliverables, without limitation, in a timely and quality manner as described below. The resource must prepare all documentation in accordance with ESDC standards and templates and provide all deliverables by the date(s) specified on project plans. All deliverables are subject to review and approval of the Technical Authority.

- a) A written status report on a weekly basis, documenting the progress of the work described above in services required including issues/risks/challenges, which may affect overall schedule and planned tasks for the next reporting period;
- b) Written recommendations to the Technical Authority or their representatives;
- c) Documentation associated with defined task and relevant suite, which includes but not limited to functional and technical designs and development specifications;
- d) Documentation on Review of technical documents.
- e) Report of self-review and peer review of source code.
- f) Report on all problem analysis as and when requested by the Technical Authority.
- g) Presentation and training material and execution upon request;
- h) Status update presentations;
- i) Post engagement review/lessons learned documents as requested;
- j) Any other project deliverables related to the tasks identified in Section 2.0 above, on an “as and when requested” basis as specified by the Technical Authority.

4.0 Technologies/Technical Expertise

It is anticipated that this Resource will require experience and expertise, without limitation, at a minimum with one of the following technology suites, including but not limited to:

1. Oracle SOA Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • WSDL, • SOAP, • XML, • HTTP/HTTPS, • UDDI, • WSIL, • WS-I, • WS-Security. 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • Orchestration (BPEL), • ESB, • OSB, • BAM, • BPM. 	Oracle Middleware Architecture using JDeveloper or Eclipse Platform (OSB plugin).

2. Oracle BPM Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none">• AIX,• Windows,• Linux	<ul style="list-style-type: none">• Java EE	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none">• BPM Suite• SOA Suite	Oracle Middleware Architecture using Oracle Business Process Composer, BPM Studio, JDeveloper.

5.0 Certifications and Training

This Resource may be required, without limitation, to hold any combination of the following certifications and/or training:

- a) Agile Scrum
- b) Oracle SOA Suite
- c) Oracle BPM Suite

1.11 Technology Architect – Level 2

1.0 Requirement

The DSB team within ESDC has a requirement for one or more I.11 Technology Architect – Level 2. This resource will support operations and/or projects within the department under one of the two (2) technology suites defined in Section 1.0 above.

2.0 Tasks

Throughout the contract period, the resource must participate in the operations and maintenance of DSB solutions as well as, the planning and implementation of the aforementioned projects including but not limited to, the following tasks:

- a) Assist in the development of technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- b) Assist in the analysis and evaluation of alternative technology solutions to meet business problems.
- c) Ensures the integration of all aspects of technology solutions.
- d) Work with other architecture specialists in planning and developing detailed solutions and specifications for the interoperability components of the DSB solutions.
- e) Develop prototype models to ensure that the reference architecture for interoperability meets the required technology and business needs and operates according to design within the environment.
- f) Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
- g) Research and develop discussion papers and presentations to aid in the development and ratification of the interoperability architecture.
- h) Perform impact analysis of technology changes.
- i) Provide support to applications and/or technical support teams in the proper application of existing infrastructure.
- j) Work with central agencies (e.g. Treasury Board Secretariat (TBS)) technical authorities and other solution architecture specialists to ensure that the end-to-end security model aligns with ESDC best practices and the technical direction of the Government of Canada (GoC) as a whole.
- k) Ensure that service designs adhere to TBS and Industry standards, principles and governance processes.
- l) Interact with external contacts (e.g. legacy application users and managers) to identify/understand external activities related to systems integration.
- m) Transfer relevant functional and technical knowledge to project team employees through formal and informal channels in written and oral format, on an ongoing basis throughout the life of the contract with final knowledge transfer to be completed no later than one month prior the contract end date;

3.0 Deliverables

Throughout the contract, the resource must execute the aforementioned tasks and complete the following deliverables, without limitation, in a timely and quality manner as described below. The resource must prepare all documentation in accordance with ESDC standards and templates and provide all deliverables by the date(s) specified on project plans. All deliverables are subject to review and approval of the Technical Authority.

- a) A written status report on a weekly basis, documenting the progress of the work described above in services required including issues/risks/challenges, which may affect overall schedule and planned tasks for the next reporting period;
- b) Documentation associated with defined task and relevant suite;
- c) Presentation and training material and execution upon request;
- d) Post engagement review/lessons learned documents as requested;
- e) Updates to the existing DSB Systems' Architecture Document (SAD) outlining the high level building blocks of the enterprise interoperability solution.
- f) Specific content of the SAD requiring updates including:
 - 1. The identification of the stakeholders and their areas of concern with respect to the DSB solution
 - 2. Definition of the architecture's chosen viewpoints and how they address stakeholders' concerns
 - 3. The architecture background, documenting significant driving requirements and how they have helped shape the architecture
 - 4. The architectural approaches considered and the rationale for the selection of the final and changed architecture
 - 5. Architectural views, as deemed relevant and appropriate for the projects. These include, but are not limited to:
 - 5.1 High-level logical models of the DSB solution's building blocks and the role they play in the architecture
 - 5.2 Communicating process views showing how the building blocks interact with each other in the context of business transactions
 - 5.3 A security-oriented view, detailing the mechanisms used to achieve secure access to the DSB solution and secure information exchange across the interoperability platform
 - 5.4 Deployment views that map the communicating processes to the physical runtime environments (e.g. development, test, production).
- g) Common Information Exchange Models describing information exchange standards.
- h) Service Implementation Specification documents in support of the DSB Systems Development Life Cycle.
- i) Service Definition and high level DSB project costing estimates in support of ESDC interoperability projects.
- j) Any other project deliverables related to the tasks identified in Section 2.0 above, on an "as and when requested" basis as specified by the Technical Authority.

4.0 Technologies/Technical Expertise

It is anticipated that this Resource will require experience and expertise, without limitation, at a minimum with one of the following technology suites, including but not limited to:

1. Oracle SOA Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • WSDL, • SOAP, • XML, • HTTP/HTTPS, • UDDI, • WSIL, • WS-I, • WS-Security. 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • Orchestration (BPEL), • ESB, • OSB, • BAM, • BPM. 	Oracle Middleware Architecture using JDeveloper or Eclipse Platform (OSB plugin).

2. Oracle BPM Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • Java EE 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • BPM Suite • SOA Suite 	Oracle Middleware Architecture using Oracle Business Process Composer, BPM Studio, JDeveloper.

5.0 Certifications and Training

This Resource may be required, without limitation, to hold any combination of the following certifications and/or training:

- a) Agile Scrum
- b) Oracle SOA Suite
- c) Oracle BPM Suite

1.11 Technology Architect – Level 3

1.0 Requirement

The DSB team within ESDC has a requirement for one or more I.11 Technology Architect – Level 3. This resource will support operations and/or projects within the department under one of the two (2) technology suites defined in Section 1.0 above.

2.0 Tasks

Throughout the contract period, the resource must lead and/or participate in the operations and maintenance of DSB solutions as well as, the planning and implementation of the aforementioned projects including but not limited to, the following tasks:

- a) Lead in the development of technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- b) Refine the high level solution architecture and assist in the planning of development tasks related to maturing the solution architecture.
- c) Identify the policies and requirements that drive out a particular solution.
- d) Lead in the analysis and evaluation of alternative technology solutions to meet business problems.
- e) Ensures the integration of all aspects of technology solutions.
- f) Work with other architecture specialists in planning and developing detailed solutions and specifications for the interoperability components of the DSB solutions.
- g) Develop prototype models to ensure that the reference architecture for interoperability meets the required technology and business needs and operates according to design within the environment.
- h) Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
- i) Research and develop discussion papers and presentations to aid in the development and ratification of the interoperability architecture.
- j) Provide information, direction and support for emerging technologies.
- k) Perform impact analysis of technology changes.
- l) Provide support to applications and/or technical support teams in the proper application of existing infrastructure.
- m) Review application and program design or technical infrastructure design to ensure adherence to standards and to recommend performance improvements.
- n) Work with central agencies (e.g. Treasury Board Secretariat TBS)) technical authorities and other solution architecture specialists to ensure that the end-to-end security model aligns with ESDC best practices and the technical direction of the Government of Canada (GoC) as a whole.

- o) Work with solution teams in the content management (e.g. Teamsite) and content delivery (e.g. Portal) domains to develop the content management strategy and delivery component framework of the solution.
- p) Identify opportunities to reuse enterprise technology services and standards.
- q) Ensure that service designs adhere to TBS and Industry standards, principles and governance processes.
- r) Perform peer reviews of designs and solution proposals to ensure conformance to current best practices and quality of work being generated.
- s) Interact with other teams to understand schedule dependencies, resolve cross-team issues, and ensure milestones are met.
- t) Interact with external contacts (e.g. legacy application users and managers) to identify/understand external activities related to systems integration.
- u) Transfer relevant functional and technical knowledge to project team employees and client staff through formal and informal channels in written and oral format in the form of individual and group training and demonstration and written instructions and documents, delivered on an ongoing basis throughout the life of the contract with final knowledge transfer to be completed no later than one month prior the contract end date;

3.0 Deliverables

Throughout the contract, the resource must execute the aforementioned tasks and complete the following deliverables, without limitation, in a timely and quality manner as described below. The resource must prepare all documentation in accordance with ESDC standards and templates and provide all deliverables by the date(s) specified on project plans. All deliverables are subject to review and approval of the Technical Authority.

- a) A written status report on a weekly basis, documenting the progress of the work described above in services required including issues/risks/challenges, which may affect overall schedule and planned tasks for the next reporting period;
- b) Written recommendations to the Technical Authority or their representatives;
- c) Discussion papers and presentations to aid in the development and ratification of the interoperability, upon request.
- d) Documentation associated with defined task and relevant suite;
- e) Presentation and training material and execution upon request;
- f) Presentation of various project status updates as well as project deliverables. Status update presentations;
- g) Post engagement review/lessons learned documents as requested; Final evaluation and lessons learned report.
- h) Any other project deliverables related to the tasks identified in Section 2.0 above, on an “as and when requested” basis as specified by the Technical Authority.
- i) Feedback on detailed architecture for solution components to ensure alignment with business process needs and overall solution architecture principles.

- j) Updates to the existing DSB Systems' Architecture Document (SAD) outlining the high level building blocks of the enterprise interoperability solution.
- k) Specific content of the SAD requiring updates including:
 - 1. The identification of the stakeholders and their areas of concern with respect to the DSB solution
 - 2. Definition of the architecture's chosen viewpoints and how they address stakeholders' concerns
 - 3. The architecture background, documenting significant driving requirements and how they have helped shape the architecture
 - 4. The architectural approaches considered and the rationale for the selection of the final and changed architecture
 - 5. Architectural views, as deemed relevant and appropriate for the projects. These include, but are not limited to:
 - 5.1 High-level logical models of the DSB solution's building blocks and the role they play in the architecture
 - 5.2 Communicating process views showing how the building blocks interact with each other in the context of business transactions
 - 5.3 A security-oriented view, detailing the mechanisms used to achieve secure access to the DSB solution and secure information exchange across the interoperability platform
 - 5.4 Deployment views that map the communicating processes to the physical runtime environments (e.g. development, test, production).
- l) Common Information Exchange Models describing information exchange standards.
- m) Service Implementation Specification documents in support of the DSB Systems Development Life Cycle.
- n) Service Definition and high level DSB project costing estimates in support of ESDC's interoperability projects.

4.0 Technologies/Technical Expertise

It is anticipated that this Resource will require experience and expertise, without limitation, at a minimum with one of the following technology suites, including but not limited to:

1. Oracle SOA Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • WSDL, • SOAP, • XML, • HTTP/HTTPS, • UDDI, • WSIL, • WS-I, • WS-Security. 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • Orchestration (BPEL), • ESB, • OSB, • BAM, • BPM. 	Oracle Middleware Architecture using JDeveloper or Eclipse Platform (OSB plugin).

2. Oracle BPM Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none">• AIX,• Windows,• Linux	<ul style="list-style-type: none">• Java EE	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none">• BPM Suite• SOA Suite	Oracle Middleware Architecture using Oracle Business Process Composer, BPM Studio, JDeveloper.

5.0 *Certifications and Training*

This Resource may be required, without limitation, to hold any combination of the following certifications and/or training:

- a) Agile Scrum
- b) Oracle SOA Suite
- c) Oracle BPM Suite

P.9 Project Manager – Level 2

1.0 Requirement

The DSB team within ESDC has a requirement for one or more P.9 Project Manager (Level 2) resource. This resource will work closely and collaboratively with DSB management to manage and deliver on large projects that are related to IT and business transformation initiatives.

2.0 Tasks

Throughout the contract period, the project manager will be required to lead, participate and perform any combination of the following tasks, but not limited to, the following tasks:

- a) Collaborate with internal team members, other teams' management and staff and ensure that clients and stakeholder relationships are coordinated, managed in order to achieve the identified program objectives.
- b) Provide project management advice to the Technical Authority when requested
- c) Assist the management team to ensure that all stakeholders are aware of projects goals, risks and issues. Ensure that stakeholders are committed to the progress of the project.
- d) Manage technical requirements planning activities identified in the business blueprint;
- e) Create, document and develop the custom development approach with other technical leads;
- f) Review the project risk (business and technical plan) and issues management.
- g) Interact with other business and technical teams to document and manage project plans, project schedule, project cost and change control mechanism and dependencies;
- h) Develop and maintain technical plans, tools, procedures and systems already in use or introduced by the project;
- i) Prepare, refine, review written documentation, reports, dashboards and make oral presentations;
- j) Prepare or assist with project budget, costing and scheduling estimates as well as project implementation approaches, issue/quality management processes and organizational requirements;
- k) Prepare, refine and review Work Breakdown Structures (WBS), Schedules, Resource Allocation Matrices (RAM), quality assurance or other necessary standards, Organizational Breakdown Structures (OBS) and other project control documents;
- l) Plan technical deliverables based on accepted technical methodology with participation of team leads.
- m) Participate in the discussion of release implementation approaches, issue/quality management processes and organizational requirements.
- n) Submit status reports in MS Word format on a regularly scheduled basis, one electronic copy of the deliverables as specified in the Task A authorization that will be raised on an "as and when requested" basis to the Technical Authority; and,

- o) Collect, review, analyze, track and report on project and release performance data and advise on the time, cost, scope, quality, business requirements or other performance parameters.
- p) Transfer relevant functional and technical knowledge to project team employees and client staff through formal and informal channels in written and oral format in the form of individual and group training and demonstration and written instructions and documents, delivered on an ongoing basis throughout the life of the contract with final knowledge transfer to be completed no later than one month prior to contract end date.

3.0 Deliverables

Throughout the contract, the resource must execute the aforementioned tasks and complete the following deliverables, without limitation, in a timely and quality manner. The resource must prepare all documentation in accordance with ESDC standards and templates and provide all deliverables by the date(s) specified on Project Plans. All deliverables are subject to the review and approval of the Technical Authority.

- a) Technical project plans and schedules
- b) Documentation:
 - 1. Monthly project audits and overall project health
 - 2. Certification and Accreditation approaches, and resource requirements.
 - 3. Custom development approach and related functional and technical design templates.
- c) Regular communication with the Technical Authority on any issues, and identifies changes to the work scope.
- d) Release Management Strategy;
- e) Risk analysis/strategy and contingency plans which identify trigger events and responsibilities for mitigating risks.
- f) Status reports in MS Word format on a regularly scheduled basis, one electronic copy of the deliverables as specified in the tasking authorization that will be raised on an “as and when requested” basis to the Project Authority;
- g) Any other project deliverables related to the tasks identified in Section 1.1 above, on an “as and when requested” basis as specified by the Project Authority.

4.0 Technologies/Technical Expertise

It is anticipated that this Resource will require experience and expertise, without limitation, at a minimum with one of the following technology suites, including but not limited to:

1. Oracle SOA Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • WSDL, • SOAP, • XML, • HTTP/HTTPS, • UDDI, • WSIL, • WS-I, • WS-Security. 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • Orchestration (BPEL), • ESB, • OSB, • BAM, • BPM. 	Oracle Middleware Architecture using JDeveloper or Eclipse Platform (OSB plugin).

2. Oracle BPM Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • Java EE 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • BPM Suite • SOA Suite 	Oracle Middleware Architecture using Oracle Business Process Composer, BPM Studio, JDeveloper.

5.0 Certifications and Training

This Resource may be required, without limitation, to hold any combination of the following certifications and/or training:

- a) Project Management Professional (PMP)
- b) Prince2
- c) ITIL – foundations or practitioner
- d) Agile Scrum
- e) Oracle SOA Suite
- f) Oracle BPM Suite

P.9 Project Manager – Level 3

1.0 Requirement

The DSB team within ESDC has a requirement for one or more P.9 Project Manager (Level 3) resource. This resource will work closely and collaboratively with DSB management to manage and deliver on large projects that are related to IT and business transformation initiatives.

2.0 Tasks

Throughout the contract period, the resource will be required to lead and participate, but not limited to, the following tasks:

- a) Provide project management recommendations to the Technical Authority and the executive team and management team;
- b) Collaborate with internal team members, other teams' management and staff and ensure that clients and stakeholder relationships are coordinated, managed in order to achieve the identified program objectives.
- c) Assist the management team to ensure that all stakeholders are aware of projects goals, risks and issues. Ensure that stakeholders are committed to the progress of the project.
- d) Implement reporting strategy and dashboard for technical deliverables;
- e) Perform a leading role in creating, documenting and developing the custom development approach with other technical leads.
- f) Develop the project plan aligning with other projects that are directly linked and find opportunities to further streamline in working horizontally with partners, in order to deliver integrated project artefacts such as plans, schedules, risks, etc.;
- g) Manage the project risk(s) and develop and maintain risk and issue plans, reports and/or processes;
- h) Managing, coordinate and enforcing the user of tools, procedures and systems within the technical teams.
- i) Manage the change management process, including identifying and securing approval for business requirements and any subsequent changes to the plans, configuration or timeline(s);
- j) Prepare, refine and review written documentation, presentations, reports, dashboards and make oral presentations;
- k) Manage the project delivery and prepare and/or assist with project and release budget, costing and scheduling estimates;
- l) Prepare and/or assist with project and release implementation approaches, issue/quality management processes and organizational requirements;
- m) Manage the project schedule and prepare, refine and review Work Breakdown Structures (WBS), schedules, Resource Allocation Matrices (RAM), Quality Assurance plans, Organizational Breakdown Structures (OBS) and other project control documents;
- n) Collect, review, analyze, track and report on project and release performance data and advise on the time, cost, scope, quality, business requirements or other performance parameters;
- o) Prepare, refine and review performance reports and facilitate integration with other tools/reports as necessary;
- p) Ensure appropriate planning measures are taken with internal and external stakeholders with regards to changes in work scope.
- q) Manage the personnel, financial and contractual management.
- r) Managing the effective handling of issues

- s) Managing the timely sign off of all deliverables.
- t) Communicate issues to senior management especially when issues require their assistance and involvement for its resolution.
- u) Submit status reports in MS Word format on a regularly scheduled basis, one electronic copy of the deliverables as specified in the Task Authorization that will be raised on an “as and when requested” basis to the Technical Authority.
- v) Transfer relevant functional and technical knowledge to project team employees and client staff through formal and informal channels in written and oral format in the form of individual and group training and demonstration and written instructions and documents, delivered on an ongoing basis throughout the life of the contract with the final knowledge transfer to be completed no later than one month prior to contract end date.

3.0 Deliverables

Throughout the contract, the resource must execute the aforementioned tasks and complete the following deliverables, without limitation, in a timely and quality manner. The resource must prepare all documentation in accordance with ESDC standards and templates and provide all deliverables by the date(s) specified on Project Plans. All deliverables are subject to the review and approval of the Technical Authority project authority.

- a) A written status report on a weekly basis;
- b) Project standards, methodologies, planning documents and other support documentation and deliverables needed to complete the requirement, on an “as and when requested” basis as specified by the project authority;
- c) Regular reports that proactively identify changes in work scope;
- d) Risk analysis and contingency plans which identify trigger events and responsibilities for initiating mitigating action;
- e) Post engagement review report/lessons learned documents;
- f) Integrated Project Plan with other projects directly linked when applicable;
- g) Project status updates and performance reports;
- h) Reports on the monthly program audits and recommendations on overall health.
- i) Release Management Strategy.
- j) Production cutover plan.
- k) Status reports in MSWord format on a regularly scheduled basis, one electronic copy of the deliverables as specified in the Task Authorization that will be raised on an “as and when request” basis to the Technical Authority.
- l) Presentations, briefing notes, status reports, change request, impact analysis and other presentations for senior management and committee meetings.
- m) Any other project deliverables related to the tasks identified in section 2.0. TASKS above, on an “as and when requested” basis as specified by the Project Authority.

4.0 Technologies/Technical Expertise

It is anticipated that this Resource will require experience and expertise, without limitation, at a minimum with one of the following technology suites, including but not limited to:

1. Oracle SOA Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • WSDL, • SOAP, • XML, • HTTP/HTTPS, • UDDI, • WSIL, • WS-I, • WS-Security. 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • Orchestration (BPEL), • ESB, • OSB, • BAM, • BPM. 	Oracle Middleware Architecture using JDeveloper or Eclipse Platform (OSB plugin).

2. Oracle BPM Suite

Platform	Specification / Standards	Suite Products / Modules	Tools
<ul style="list-style-type: none"> • AIX, • Windows, • Linux 	<ul style="list-style-type: none"> • Java EE 	Oracle Middleware Architecture (10g or higher): <ul style="list-style-type: none"> • BPM Suite • SOA Suite 	Oracle Middleware Architecture using Oracle Business Process Composer, BPM Studio, JDeveloper.

5.0 *Certifications and Training*

This Resource may be required, without limitation, to hold any combination of the following certifications and/or training:

- Project Management Professional (PMP)
- Prince2
- ITIL – foundations or practitioner
- Agile Scrum
- Oracle SOA Suite
- Oracle BPM Suite

**ATTACHMENT 4.1
CORPORATE EVALUATION CRITERIA**

1. MANDATORY CRITERIA

ID	Corporate Mandatory Criteria	Cross Reference & Self Score
M1	<p>The Bidder must have been awarded Informatics Professional Services contracts, directly by Federal Government clients or private sector clients, which in aggregate meet the indicated minimum billable days requirements (see table below) in each of the indicated <u>resource categories</u>.</p> <p>The minimum billable days requirement for a specific <u>resource category</u> must be met in each of the indicated (Oracle SOA Suite, Oracle BPM Suite) <u>domains</u> in order for that <u>resource category</u> to count.</p> <p>The minimum billable days requirement for a specific <u>resource category</u> in a specific <u>domain</u> must have been provided under a maximum of 5 contracts.</p> <p>For a contract to be accepted:</p> <ol style="list-style-type: none"> 1. The billable days must have been for projects in the referenced <u>resource category</u> and <u>domain</u>; 2. The billable days must have occurred within the past 5 years prior to the bid closing date; 3. The work billed for a specific <u>resource category</u> in a specific <u>domain</u> must have included at least 50% of the applicable tasks for that <u>resource category</u> (detailed in Annex A (SOW)). 	

ID	Corporate Mandatory Criteria	Cross Reference & Self Score												
	<p>The minimum billable days requirements are as follows:</p> <table border="1" data-bbox="461 947 591 1394"> <thead> <tr> <th>TBIPS ID / Resource Category</th> <th>Oracle SOA Suite</th> <th>Oracle BPM Suite</th> </tr> </thead> <tbody> <tr> <td>A.1 Application/Software Architect</td> <td>960</td> <td>720</td> </tr> <tr> <td>A.6 Programmer/Software Developer</td> <td>1920</td> <td>960</td> </tr> <tr> <td>I.11 Technology Architect</td> <td>1440</td> <td>720</td> </tr> </tbody> </table> <p>Bidders must complete both Appendix A1 and Appendix A2 to Attachment 4.1 (Bidders Response Template for Billable Days), and Appendix B to Attachment 4.1 (Bidders Response Template for Contract Reference) as part of their response to M1.</p>	TBIPS ID / Resource Category	Oracle SOA Suite	Oracle BPM Suite	A.1 Application/Software Architect	960	720	A.6 Programmer/Software Developer	1920	960	I.11 Technology Architect	1440	720	
TBIPS ID / Resource Category	Oracle SOA Suite	Oracle BPM Suite												
A.1 Application/Software Architect	960	720												
A.6 Programmer/Software Developer	1920	960												
I.11 Technology Architect	1440	720												
M2	<p>The Bidder must have been awarded Informatics Professional Services contracts, directly by Federal Government clients or private sector clients, which in aggregate meet the indicated minimum billable days requirements (see table below) in the Project Manager <u>resource category</u>.</p> <p>The minimum billable days requirement must have been provided under a maximum of 5 contracts.</p> <p>For a contract to be accepted:</p> <ol style="list-style-type: none"> 1. The billable days must have been for projects in the Project Manager <u>resource category</u>, and in either the "Oracle SOA Suite" <u>domain</u> or the "Oracle BPM Suite" <u>domain</u>. 2. The billable days must have occurred within the past 5 years prior to the bid closing date; 3. The work billed for a specific <u>resource category</u> in a specific <u>domain</u> must have included at least 50% of the applicable tasks for that <u>resource category</u> (detailed in Annex A (SOW)). 													

ID	Corporate Mandatory Criteria	Cross Reference & Self Score						
	<p>The minimum billable days requirements are as follows:</p> <table border="1" data-bbox="488 1102 578 1346"> <tr> <td data-bbox="488 1102 537 1346">TBIPS ID / Resource Category</td> <td data-bbox="537 1102 578 1346">Oracle SOA Suite / Oracle BPM Suite</td> </tr> <tr> <td data-bbox="537 1346 578 1346">P.9 Project Manager</td> <td data-bbox="537 1346 578 1346">960</td> </tr> </table> <p>Bidders must complete Appendix A1 and/or Appendix A2 to Attachment 4.1 (Bidders Response Template for Billable Days), and Appendix B to Attachment 4.1 (Bidders Response Template for Contract Reference) as part of their response to M2.</p>	TBIPS ID / Resource Category	Oracle SOA Suite / Oracle BPM Suite	P.9 Project Manager	960			
TBIPS ID / Resource Category	Oracle SOA Suite / Oracle BPM Suite							
P.9 Project Manager	960							
M3	<p>The Bidder must demonstrate annual contract revenues in Informatics Professional services which meet the indicated minimum dollar requirement (see table below) in each of the past 5 calendar years, in each of the domains indicated:</p> <table border="1" data-bbox="846 1050 1003 1444"> <tr> <td data-bbox="846 1050 894 1444">Domain</td> <td data-bbox="894 1050 1003 1444">Minimum Dollar Requirement</td> </tr> <tr> <td data-bbox="894 1050 943 1444">Oracle SOA Suite</td> <td data-bbox="943 1050 1003 1444">\$2,000,000</td> </tr> <tr> <td data-bbox="943 1050 1003 1444">Oracle BPM Suite</td> <td data-bbox="943 1444 1003 1444">\$1,000,000</td> </tr> </table> <p>Bidders must complete both Appendix A3 and Appendix A4 to Attachment 4.1 (Bidders Response Template for Annual Contract Revenues), and Appendix B to Attachment 4.1 (Bidders Response Template for Contract Reference) as part of their response to M3.</p>	Domain	Minimum Dollar Requirement	Oracle SOA Suite	\$2,000,000	Oracle BPM Suite	\$1,000,000	
Domain	Minimum Dollar Requirement							
Oracle SOA Suite	\$2,000,000							
Oracle BPM Suite	\$1,000,000							

2. RATED CRITERIA

ID	Corporate Rated Criteria	Points	Evaluation Guidelines	Cross Reference & Self Score																							
R1	<p>The Bidder should demonstrate its billable days experience in excess to the minimum billable days indicated under M1 for the Oracle SOA Suite domain.</p> <p style="text-align: center;">EXAMPLE EVALUATION SCENARIO</p> <table border="1" data-bbox="625 562 990 1600"> <thead> <tr> <th rowspan="2">Resource Category</th> <th colspan="3">Billable Days</th> <th rowspan="2">Bidder % Excess Minimum: 0 Maximum: 100 (D)=(C)/(B)*100</th> </tr> <tr> <th>(A) Billable Days Provided By Bidder</th> <th>(B) Minimum Identified Under M-1</th> <th>(C) Bidder Excess (C)=(A)-(B)</th> </tr> </thead> <tbody> <tr> <td>A.1 Application/Software Architect</td> <td>1440</td> <td>960</td> <td>480</td> <td>50.0</td> </tr> <tr> <td>A.6 Programmer/Software Developer</td> <td>1920</td> <td>1920</td> <td>0</td> <td>0.0</td> </tr> <tr> <td>I.11 Technology Architect</td> <td>5500</td> <td>1440</td> <td>4060</td> <td>100.0</td> </tr> </tbody> </table> <p style="text-align: center;">BIDDER SCORE = SUM OF (D) FOR ALL 3 CATEGORIES / 3</p>	Resource Category	Billable Days			Bidder % Excess Minimum: 0 Maximum: 100 (D)=(C)/(B)*100	(A) Billable Days Provided By Bidder	(B) Minimum Identified Under M-1	(C) Bidder Excess (C)=(A)-(B)	A.1 Application/Software Architect	1440	960	480	50.0	A.6 Programmer/Software Developer	1920	1920	0	0.0	I.11 Technology Architect	5500	1440	4060	100.0	Maximum 100 points	<p>The Bidder's demonstrated "Total Billable Days" provided in response to M1 will be used to evaluate this criterion.</p> <p>The Bidder will be awarded points for billable days in excess of the minimums identified under M1 as demonstrated in the example evaluation scenario on the left side.</p> <p>In this example the Bidder would score 50.0 points out of a possible 100.</p>	
Resource Category	Billable Days			Bidder % Excess Minimum: 0 Maximum: 100 (D)=(C)/(B)*100																							
	(A) Billable Days Provided By Bidder	(B) Minimum Identified Under M-1	(C) Bidder Excess (C)=(A)-(B)																								
A.1 Application/Software Architect	1440	960	480	50.0																							
A.6 Programmer/Software Developer	1920	1920	0	0.0																							
I.11 Technology Architect	5500	1440	4060	100.0																							
		50.0																									

ID	Corporate Rated Criteria	Points	Evaluation Guidelines	Cross Reference & Self Score
R2	<p>The Bidder should demonstrate its billable days experience in excess to the minimum billable days indicated under M1 for the Oracle BPM Suite domain.</p>	Maximum 100 points	<p>The Bidder's demonstrated "Total Billable Days" provided in response to M1 will be used to evaluate this criterion.</p> <p>The Bidder will be awarded points for billable days in excess of the minimums identified under M1 as demonstrated in the example evaluation scenario on the left side.</p> <p>In this example the Bidder would score 50.0 points out of a possible 100.</p>	
EXAMPLE EVALUATION SCENARIO				
Billable Days				
Resource Category	(A) Billable Days Provided By Bidder	(B) Minimum Identified Under M-1	(C) Bidder Excess	(D) Bidder % Excess
	$(C) = (A) - (B)$			$(D) = (C) / (B) * 100$
A.1 Application/Software Architect	1080	720	360	50.0
A.6 Programmer/Software Developer	960	960	0	0.0
I.11 Technology Architect	9000	720	8280	100.0
BIDDER SCORE = SUM OF (D) FOR ALL 3 CATEGORIES / 3				50.0

ID	Corporate Rated Criteria	Points	Evaluation Guidelines	Cross Reference & Self Score																								
R3	<p>The Bidder should demonstrate its billable days experience in excess to the minimum billable days indicated under M2 for the "Oracle SOA Suite / Oracle BPM Suite" domain.</p> <p>EXAMPLE EVALUATION SCENARIO</p> <table border="1" data-bbox="527 1024 792 1467"> <thead> <tr> <th colspan="4">Billable Days</th> </tr> <tr> <th>(A)</th> <th>(B)</th> <th>(C)</th> <th>(D)</th> </tr> </thead> <tbody> <tr> <td>Billable Days Provided By Bidder</td> <td>Minimum Identified Under M-3</td> <td>Bidder Excess</td> <td>Bidder % Excess</td> </tr> <tr> <td>1440</td> <td>960</td> <td>480</td> <td>Minimum: 0 Maximum: 100</td> </tr> <tr> <td colspan="2"></td> <td>$(C)=(A)-(B)$</td> <td>$(D)=(C)/(B)*100$</td> </tr> <tr> <td>P.9 Project Manager</td> <td>960</td> <td>480</td> <td>50.0</td> </tr> </tbody> </table> <p style="text-align: center;">BIDDER SCORE = (D)</p>	Billable Days				(A)	(B)	(C)	(D)	Billable Days Provided By Bidder	Minimum Identified Under M-3	Bidder Excess	Bidder % Excess	1440	960	480	Minimum: 0 Maximum: 100			$(C)=(A)-(B)$	$(D)=(C)/(B)*100$	P.9 Project Manager	960	480	50.0	Maximum 100 points	<p>The Bidder's demonstrated "Total Billable Days" provided in response to M2 will be used to evaluate this criterion.</p> <p>The Bidder will be awarded points for billable days in excess of the minimum identified under M2 as demonstrated in the example evaluation scenario on the left side.</p> <p>In this example the Bidder would score 50.0 points out of a possible 100.</p>	
Billable Days																												
(A)	(B)	(C)	(D)																									
Billable Days Provided By Bidder	Minimum Identified Under M-3	Bidder Excess	Bidder % Excess																									
1440	960	480	Minimum: 0 Maximum: 100																									
		$(C)=(A)-(B)$	$(D)=(C)/(B)*100$																									
P.9 Project Manager	960	480	50.0																									

ID	Corporate Rated Criteria		Points	Evaluation Guidelines	Cross Reference & Self Score
R4	<p>The Bidder should demonstrate its experience in Informatics Professional services contracts, where it was responsible for on-boarding five (5) or more technical resources within one (1) month of contract award or project start-up within the last five (5) years.</p> <p>For a contract to be accepted, it must have been used in the response to Evaluation Criteria M1 (above).</p> <p>Bidders must complete Appendix A5 to Attachment 4.1 (Bidders Response Template for On-Boarding Five (5) or More Technical Resources Within One (1) Month of Contract Award or Project Start-Up) as part of their response to R4.</p>	<p>0 contracts = 0 points 1 contract = 10 points 2 contracts = 25 points 3 contracts = 50 points 4 contracts = 75 points 5 contracts or more = 100 points</p>	<p>Maximum 100 points</p>		
TOTAL POINTS			400 points		

APPENDIX A1 TO ATTACHMENT 4.1
BIDDERS RESPONSE TEMPLATE FOR BILLABLE DAYS
 Domain: Oracle SOA Suite

Bidder Name: _____

By providing a response, the Bidder certifies that billable days provided below occurred during the billing period as indicated for the following contract references for each resource category listed. The Bidder also certifies that the work billed for each resource category included at least 50% of the applicable tasks listed in Annex A, Statement of Work for that resource category.

Resource Category	Cross Reference to Contract Reference # _____		Cross Reference to Contract Reference # _____		Cross Reference to Contract Reference # _____		Cross Reference to Contract Reference # _____		Total Number of Billable Days
	Number of Billable Days	Billing Period: (dd/mm/yy To dd/mm/yy)	Number of Billable Days	Billing Period: (dd/mm/yy To dd/mm/yy)	Number of Billable Days	Billing Period: (dd/mm/yy To dd/mm/yy)	Number of Billable Days	Billing Period: (dd/mm/yy To dd/mm/yy)	
A.1 Application / Software Architect									
A.6 Programmer / Software Architect									
I.11 Technology Architect									
P.9 Project Manager									

APPENDIX A2 TO ATTACHMENT 4.1
BIDDERS RESPONSE TEMPLATE FOR BILLABLE DAYS

Domain: Oracle BPM Suite

Bidder Name: _____

By providing a response, the Bidder certifies that billable days provided below occurred during the billing period as indicated for the following contract references for each resource category listed. The Bidder also certifies that the work billed for each resource category included at least 50% of the applicable tasks listed in Annex A, Statement of Work for that resource category.

Resource Category	Cross Reference to Contract Reference # _____		Cross Reference to Contract Reference # _____		Cross Reference to Contract Reference # _____		Cross Reference to Contract Reference # _____		Total Number of Billable Days
	Number of Billable Days	Billing Period: (dd/mm/yy To dd/mm/yy)	Number of Billable Days	Billing Period: (dd/mm/yy To dd/mm/yy)	Number of Billable Days	Billing Period: (dd/mm/yy To dd/mm/yy)	Number of Billable Days	Billing Period: (dd/mm/yy To dd/mm/yy)	
A.1 Application / Software Architect									
A.6 Programmer / Software Architect									
I.11 Technology Architect									
P.9 Project Manager									

APPENDIX A3 TO ATTACHMENT 4.1

**BIDDERS RESPONSE TEMPLATE FOR
ANNUAL CONTRACT REVENUES**

Domain: Oracle SOA Suite

Bidder Name: _____

By providing a response, the Bidder certifies that the contract revenues provided below occurred during the billing periods indicated, and were for Informatics Professional Services rendered exclusively in the Oracle SOA Suite domain.

Bidder may use more than one page if necessary to list contracts.

	Contract Period (dd/mm/yy To dd/mm/yy)	Contract Revenues (Year 1) (01/10/11 To 30/09/12)	Contract Revenues (Year 2) (01/10/12 To 30/09/13)	Contract Revenues (Year 3) (01/10/13 To 30/09/14)	Contract Revenues (Year 4) (01/10/14 To 30/09/15)	Contract Revenues (Year 5) (01/10/15 To 30/09/16)
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
TOTAL						

APPENDIX A4 TO ATTACHMENT 4.1

BIDDERS RESPONSE TEMPLATE FOR ANNUAL CONTRACT REVENUES

Domain: Oracle BPM Suite

Bidder Name: _____

By providing a response, the Bidder certifies that the contract revenues provided below occurred during the billing periods indicated, and were for Informatics Professional Services rendered exclusively in the Oracle BPM Suite domain.

Bidder may use more than one page if necessary to list contracts.

	Contract Period (dd/mm/yy To dd/mm/yy)	Contract Revenues (Year 1) (01/10/11 To 30/09/12)	Contract Revenues (Year 2) (01/10/12 To 30/09/13)	Contract Revenues (Year 3) (01/10/13 To 30/09/14)	Contract Revenues (Year 4) (01/10/14 To 30/09/15)	Contract Revenues (Year 5) (01/10/15 To 30/09/16)
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
Cross Reference to Contract Reference # _____						
TOTAL						

APPENDIX A5 TO ATTACHMENT 4.1

**BIDDERS RESPONSE TEMPLATE FOR
ON-BOARDING FIVE (5) OR MORE TECHNICAL RESOURCES
WITHIN ONE (1) MONTH OF CONTRACT AWARD OR PROJECT START-UP**

Bidder Name: _____

By providing a response, the Bidder certifies that, for the Informatics Professional Services contracts below, the following named technical resources were on-boarded within one (1) month of Contract Award or Project Start-up.

		Project Start-Up Date (dd/mm/yy) (if applicable)	Name of Technical Resources On-Boarded Within one (1) month of Contract Award or Project Start-up.
1	Cross Reference to Contract Reference # _____		
2	Cross Reference to Contract Reference # _____		
3	Cross Reference to Contract Reference # _____		
4	Cross Reference to Contract Reference # _____		
5	Cross Reference to Contract Reference # _____		

APPENDIX B TO ATTACHMENT 4.1

BIDDERS RESPONSE TEMPLATE FOR CONTRACT REFERENCE

Bidder Name: _____ Bidder Contract Reference #: _____		
SECTION 1: CLIENT INFORMATION		
Government client (Yes/No)		
Client Organization Name		
Client Contact Name		
Address		
Telephone		
Fax		
E-mail		
SECTION 2: CONTRACT INFORMATION		
Contract		
Contract Value		
Award Date		
Expiry Date		
Description of requirement:		
SECTION 3: RESOURCE DETAILS (required for M1 and M2 only; not required for M3)		
Cross Reference to Resource Category (as per M1 & M2) and Level	Resource Name	Tasks performed by each individual named resource under the contract with a cross reference to each specific SOW associated task