



RETURN BID TO:

Canadian Intellectual Property Office
 Contracting and Procurement Unit
 Place du Portage Phase I
 50 Victoria Street
 Mailing Scanning
 Room C-114
 Gatineau, Québec K1A 0C9

REQUEST FOR PROPOSAL

Proposal To: Industry Canada

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

Comments

This document contains a Security Requirement

Vendor/Firm Name and address

Issuing Office

Canadian Intellectual Property Office / An Industry Canada Agency
 50 rue Victoria, Gatineau, Quebec

Title TBIPS – P.5 – Project Executive - Level 3 Canadian Intellectual Property Office - Investment and Program Management	
Solicitation No. IC183216	Date November 16, 2016
Client Reference No.	
GETS Reference No.	
File No. IC183216	CCC No. / N° CCC
Solicitation Closes at Ottawa, Ontario on December 1, 2016	Time Zone 2 :00pm Eastern Time
F.O.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : Stephanie Cleroux	Buyer Id
Telephone No. 343-291-1358	E-mail stephanie.cleroux2@canada.ca
Destination – of Goods, Services, and Construction: See Herein	

Delivery required See Herein	Delivered Offered
Vendor/firm Name and address	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-	
Signature _____	Date _____



REQUEST FOR PROPOSAL (RFP) AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS) FOR THE PROVISION OF TWO P.9 PROJECT MANAGERS

ANY CONTRACT AS A RESULT OF THIS RFP WILL NOT EXCEED THE TBIPS TIER 1 SA DOLLAR
VALUE OF \$2M INCLUDING APPLICABLE TAXES

There are no contractors performing services described in this RFP.

This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs) under the Task-Based Informatics and Professional Services (TBIPS) Supply Arrangement (SA) method of supply.

To the extent possible, these Articles are written as they will appear in any future TBIPS RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual Client requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual Client requirements.

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFSA. Suppliers submitting an Offer containing statements implying that their Offer is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

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



TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 DEBRIEFINGS

PART 2 – BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 FORMER PUBLIC SERVANT
- 2.4 ENQUIRIES – BID SOLICITATION
- 2.5 APPLICABLE LAWS
- 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

PART 3 – BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS
- 3.2 SECTION I: TECHNICAL BID
- 3.3 SECTION II: FINANCIAL BID
- 3.4 SECTION III: CERTIFICATIONS

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 TECHNICAL EVALUATION
- 4.3 FINANCIAL EVALUATION
- 4.4 BASIS OF SELECTION

PART 5 – CERTIFICATIONS

- 5.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION
- 5.2 PROFESSIONAL SERVICES RESOURCES
- 5.3 CERTIFICATION OF LANGUAGE

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 SECURITY REQUIREMENT

PART 7 – RESULTING CONTRACT CLAUSES

- 7.1 REQUIREMENT



- 7.2 STANDARD CLAUSES AND CONDITIONS
- 7.3 SECURITY REQUIREMENT
- 7.4 CONTRACT PERIOD
- 7.5 AUTHORITIES
- 7.6 PAYMENT
- 7.7 INVOICING INSTRUCTIONS
- 7.8 CERTIFICATIONS
- 7.9 APPLICABLE LAWS
- 7.10 PRIORITY OF DOCUMENTS
- 7.11 INSURANCE REQUIREMENTS
- 7.12 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY
- 7.13 JOINT VENTURE
- 7.14 PROFESSIONAL SERVICES – GENERAL
- 7.15 SAFEGUARDING ELECTRONIC MEDIA
- 7.16 REPRESENTATIONS AND WARRANTIES
- 7.17 ACCESS TO CANADA'S PROPERTY AND FACILITIES
- 7.18 GOVERNMENT PROPERTY
- 7.19 TRANSITION SERVICES AT END OF CONTRACT PERIOD

List of Annexes:

- Annex A Statement of Work
- Annex B Evaluation Criteria
- Annex C Basis of Payment
- Annex D Basis of Selection
- Annex E Pricing Schedule
- Annex F Security Requirement Checklist
- Annex G Bid Submission Form



PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

This document states the terms and conditions that apply to bid solicitation number IC183216. It is divided into seven parts plus annexes and, attachments as follows:

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

The annexes include the Statement of Work, the Evaluation Criteria, the Basis of Payment, the Basis of Selection, the Pricing Schedule, the Security Requirement Checklist and the Bid Submission Form.

1.2 SUMMARY

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



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

1. 2707209 Canada Inc. o/a Kleins Consulting
 2. A. Net Solutions Inc.
 3. Adhartas Consulting Inc.
 4. Alika Internet Technologies
 5. Beyond Technologies Consulting Inc.
 6. Compugen Incorporated
 7. CORE Software Corp
 8. Deloitte Inc.
 9. Emerion
 10. Facilite Informatique Canada Inc.
 11. Groupe Intersol Group Ltd.
 12. Inround Innovations Incorporated, 3056058 Canada Inc., IN JOINT VENTURE
 13. MERAK Systems Corporation
 14. Microsoft Canada Inc.
 15. Modis Canada Inc.
 16. S. I. Systems Ltd.
 17. Solutions Moerae Inc.
 18. Systemscope Inc.
 19. The Herjavec Group
- f. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA # EN578-055605/G as that joint venture at the time of bid closing in order to submit a bid.
- g. The Resource Categories described below are required on an as and when requested basis in accordance Annex "A" of the TBIPS RFSA:

Resource Category	Level of Expertise	Estimated Number of Resources Required
P.5. Senior Project Executive	Level 3	One

1.3 DEBRIEFINGS

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



PART 2 – BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

The text under subsections 4 and 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFS). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

Canada may, at any time; request that a Bidder provide properly completed and signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals' aforementioned list within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

5. The Bidder must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

2.2 SUBMISSION OF BIDS

- a. Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.
- b. If your bid is transmitted by facsimile or electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

2.3 FORMER PUBLIC SERVANT

- a. Information Required



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

b. Definitions

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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

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

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

c. Former Public Servant in Receipt of a Pension

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

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

name of former public servant;

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

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

d. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;



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

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

2.4 ENQUIRIES - BID SOLICITATION

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

2.5 APPLICABLE LAWS

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

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

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

2.7 VOLUMETRIC DATA

The data provided in annex E, Pricing Schedule has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :
- i. Section I: Technical Bid (4 hard copies)
 - ii. Section II: Financial Bid (2 hard copies)
 - iii. Section III: Certifications not included in the Technical Bid (1 hard copy)
- Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :
- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - iv. Include a table of contents.
- c. **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :
- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.
- d. **Submission of Only One Bid from a Bidding Group:**
- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
 - ii. For the purposes of this article, "bidding group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:



- A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

e. Joint Venture Experience:

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

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

- ii. 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.

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

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

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

That show in total 100 billable days.



- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Annex “(G)” with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder’s Procurement Business Number, the Bidder’s status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:
 - (i) **SECURITY INFORMATION:**
 - (ii) Name of individual as it appears on security clearance application form: _____
 - (iii) Level of security clearance obtained: _____
 - (iv) Validity period of security clearance obtained: _____
 - (v) Security Screening Certificate and Briefing Form file number : _____

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

- iii. **Substantiation of Technical Compliance:**

The technical bid must substantiate the compliance with the specific articles of Annex “(B)”, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the “Bidder’s Response” column of Annex “(B)”, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Annex “(B)”. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational



requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
 - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
 - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
 - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience
- v. **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, **if** requested by Canada the facts identified in the Bidder's bid, as required by Annex "(B)". For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.



3.3 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex “E”, Pricing Schedule of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - i. the rate bid must not increase by more than 5% from one time period to the next, and
 - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert “\$0.00” for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 SECTION III: CERTIFICATIONS

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



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

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

The Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.
 - iv. **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria** :

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex "(B)"- Evaluation Criteria.



b. Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex "(B)" - Evaluation Criteria

c. Reference Checks :

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



4.3 FINANCIAL EVALUATION

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Estimated Cost using the Pricing Tables completed by the bidders. The Bidder must provide ONE firm, all inclusive, per diem rates for the Category of Personnel being proposed in accordance with the bid solicitation. See Annex “(E)”

(a) **Mandatory Financial Criteria**

(i) **Formulas in Pricing Tables**

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

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

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

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

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least 35% of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant



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

4.4 BASIS OF SELECTION

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

- (a) 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) If more than one bidder is ranked first because of identical overall scores, then the bidder with the lowest per diem rate will become the top-ranked bidder.
- (c) Notification of Evaluation Results: All invited SA Holders who respond to a TBIPS RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:
 - i. Solicitation Number;
 - ii. Company name of winning bidder;
 - iii. Total points scored of winning bidder (for multiple resource requirements only)
 - iv. Total value of contract awarded;
 - v. Number of responses received by the Contracting Authority; and
 - vi. Total points scored per individual bidder (Note: bidders will only receive their own total points scored and not the score of the other bidders)



PART 5 – CERTIFICATIONS

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

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

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

5.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION

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

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

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

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

5.2 PROFESSIONAL SERVICES RESOURCES

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

5.3 CERTIFICATION OF LANGUAGE

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



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

Mandatory at bid closing

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



PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

- a. The Contractor agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "Client" is Innovation, Science and Economic Development (ISED)
- 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 Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms**: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

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

7.2 STANDARD CLAUSES AND CONDITIONS

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

a. **General Conditions :**

1. 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
2. The text under Subsection 04 of Section 41 - Code of Conduct and Certifications, of General Conditions 2035 referenced above are replaced by:

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

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



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

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

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

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

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

b. Supplemental General Conditions :

The following Supplemental General Conditions:

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

7.3 SECURITY REQUIREMENT

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

PWGSC FILE # Common PS SRCL #4

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

7.4 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 November 30, 2017; and
 - ii. the period, during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract :**
- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

7.5 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Cleroux
Title: Contracting and Procurement Officer
Organization: Corporate Management Sector
Address: 235 Queen Street, Ottawa ON, K1A0H5, room 209-A
E-mail address: stephanie.cleroux2@canada.ca

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

b. Project Authority

The Project Authority name will be provided at contract award.

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

c. Contractor's Representative

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

7.6 PAYMENT

a. Basis of Payment



- i. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex C, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday

Estimated Cost : \$_____

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

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

- iii. **Applicable Taxes :**

Estimated Cost: \$_____

- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- v. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services is described elsewhere in the Contract.

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

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



- ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- c. **Monthly Payment** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :
 - i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all such documents have been verified by Canada;
 - iii. the Work performed has been accepted by Canada.
- d. **Time Verification**

Time charged and the accuracy of the Contractor's time recording system is subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.
- e. **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
 - i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
 - ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.7 INVOICING INSTRUCTIONS

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

7.8 CERTIFICATIONS

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



7.9 APPLICABLE LAWS

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

7.10 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
 - i. 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2016-04-04);
- d. Annex A, Statement of Work
- e. Annex C, Basis of Payment;
- f. Annex E, Security Requirements Check List;
- g. Supply Arrangement Number EN578-055605/xxx/EI (the "Supply Arrangement")
- h. the Contractor's bid dated MONTH/DAY/YEAR

7.11 INSURANCE REQUIREMENTS

- a. **Compliance with Insurance Requirements**
 1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
 2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
 3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.
- b. **Commercial General Liability Insurance**
 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
 2. The Commercial General Liability policy must include the following:



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



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

7.12 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

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

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

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's

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

c. **Third Party Claims :**

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

7.13 JOINT VENTURE

- 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.*

7.14 PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract



(including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

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

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

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



7.15 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.

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

7.17 ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

7.18 GOVERNMENT PROPERTY

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

Innovation, Science and Economic Development Canada will provide, and ID pass, an office space (cubicle) with desktop computer and access to a network printer.

7.19 TRANSITION SERVICES AT END OF CONTRACT PERIOD

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



ANNEX A: Statement of Work

1.0 TITLE

Senior Project Executive for the CIPO IT Modernization Program

2.0 BACKGROUND

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

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

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

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

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

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

A Program Management approach is being taken for CIPO IT Modernization wherein:

1. Replace outdated, costly and inflexible legacy IT systems with more current, industry proven, component based, agile technologies -- and leveraging GC enterprise standards solutions (where defined).
2. IT-enable the modernization of CIPO business processes to ensure the most efficient and effective use of CIPO resources in the processing, delivery and administration of CIPO's products and services supporting IP rights.



3. Enhance access to and the value proposition of CIPO's IP products and services targeted to IP owners/innovators, partners and other key vested interest stakeholders.
4. Improve CIPO business processes and associated IT system design and development agility, with an aim to more proactively respond to changes and evolving needs in the IP regulatory environment and stakeholder community.

To ensure strategic alignment of IT Modernization Program investments to Government of Canada (GC) priorities, the CIPO Business Strategy and ensure maximum benefits realization overtime, CIPO will adopt a Program Management approach based on the Managing Successful Programmes (MSP) methodology from the Office of Government Commerce (OGC) in the United Kingdom, This methodology will provide a framework that integrates and reconciles competing demands for resources and manage risk within a context and control framework for the various sub-projects that will make up the portfolio of the Program.

The goal of the Program will be to manage the transition of the IT solutions developed and delivered by the various IT modernization Projects into CIPO's business operations, while at the same time maintaining our business performance and effectiveness. This will be accomplished by:

- Initiating a series of projects and activities each providing incremental improvements leading to progressive benefit realization.
- Using a component based architecture and building block investment approach.
- Leveraging and adopting GC Enterprise Standard solutions (where defined) and Commercial Off the Shelf (COTS) solutions to streamline and consolidate technology and platforms, while promoting reuse across CIPO Product Lines.
- Managing the scope of individual projects and activities to reduce risk and complexity.
- Ensuring all projects in the program contribute to improving CIPO's ability to effectively deliver on its mission and mandate.
- Balancing projects having strong business benefits and ROI (return on investment) with those that are necessary to support better business decisions and practices.
- Following a program management discipline based on *Managing Successful Programmes* (MSP).

2.1 Program Management Principles

The IT Modernization Program represents a major transformational change for CIPO, bringing complexity, risk, many interdependencies to manage, and conflicting priorities to resolve.

A Program Management approach will provide a structured framework to help CIPO avoid these pitfalls and achieve its transformational goals.

CIPO has elected to generally follow the Managing Successful Programmes approach to Program Management for the IT Modernization Program because it is a proven program management best-practice for successful transformational change, drawn from the experiences of both public and private sector organization.

The IT Modernization Program will be managed in accordance with a set of established principles, enhancing its ability to achieve the defined program objectives. The principles are:



- 1- Remaining aligned with corporate strategy: The program must be durable yet adaptable enough to keep pace with CIPO's strategy. The program will ensure that the strategic drivers are extended downwards into the governance of projects and business change activities.
- 2- Leading change: Seeing through change and moving an organization to a better future requires solid leadership. Leadership will provide clear direction, engender trust, engage stakeholders, solve problems and create novel solutions, and support the transition until new ways are established and embedded.
- 3- Envisioning and communicating a better future: A clear vision of the future state will be described and communicated. The program will be relevant as long as there is a need to achieve transformational change.
- 4- Focusing on the benefits and threats to them: The ultimate success of the program will be judged by its ability to realise the expected end benefits, and the continuing relevance of these benefits to the strategic context. Benefit realization management needs to be supported by effective risk management.
- 5- Adding value: The program only remains valid if it adds value to the sum of its constituent projects and major activities. If it is found to add nothing, then it is better to close the program and allow the projects to proceed independently.
- 6- Designing and delivering a coherent capability: The program will deliver a final capability. This requires internal coherence such that all quality requirements are optimised, being released into operational use according to a schedule delivering maximum incremental capability with minimal adverse operational impact. There will be rigorous identification and management of inter-project dependencies, so the program can focus on the bigger picture and not take on the responsibilities of project management. However clear direction will be given to the projects and regular reviews held to verify continual alignment to the program objectives and plans.
- 7- Learning from experience: A program is a learning organization in that it reflects upon and improves its own performance during its life. Programs in general perform better where members of the management team assume the attitude of being learners.

By its nature, the CIPO IT Modernization Program Office will be a temporary structure for the duration of the multiyear investment. The Program Office will oversee the successful execution of Program investment projects, as well as maximum benefits realization. Resourcing of the Office will be reflective of this temporary state.

3.0 OBJECTIVE

CIPO requires a senior project executive to manage several Project Managers, maintain program budget financials (actuals vs planned); resolve issues related to the project and escalate to senior management as required. Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems and work with a variety of project management tools.

4.0 TASKS

The Senior Project Executive is required to perform the following tasks but is not limited to:



4.1 General Description

- Work collaboratively with the Program Director to oversee the successful delivery of the program output and new capabilities for CIPO.
- Advise and assist the Program Director with the harmonization of IT Modernization Program business change, project output capabilities, and maximum benefits realization.
- Assist the Program Director with Program governance and harmonization of interests across all internal and external vested interest stakeholder groups.
- Provide guidance and act as an advisor to the Program Director and other CIPO Business and Enabling Function leads, as required to scope and address issues and propose risk mitigation strategies and tactics to ensure successful program delivery and benefits realization.
- In collaboration with the Management of Change Consultant, Change Leaders, Program Director, and Business Sponsors, develop and refine Change Leadership strategies and plans.
- Provide advice and guidance to the Program Director on the successful delivery of new capabilities.

4.2 Key Responsibilities:

- Provide program management and oversight expertise to deliver against CIPO IT Modernization Program projects.
- Draft program plans, recommend program design, and proactively monitor overall program progress, identifying and recommending solutions to issues.
- Advise the Program Director on, and attend weekly I monthly CIPO IT Modernization Program meetings, as required.
- Conduct evaluations and analyses and prepare recommendation reports to the Program Director and CEO on strategic level issues and executive requirements related to CIPO IT Modernization Program strategies, plans and risk mitigation.
- Assess and recommend management action for resolution of risks and other issues that may arise.
- Assess and recommend management action to ensure overall integrity and coherence of the program environment to support each individual project within it.
- Assess and recommend management action to ensure architectural coherence within the program.
- Assess and recommend resourcing strategies, plans, and management action to ensure maximum efficiency in the allocation of resources and skills within the projects portfolio I projects dossier.
- Assess budget performance to plan, reporting areas of risk and recommending risk mitigation strategies.
- Engage vested interest stakeholders, as appropriate, to ensure their participation and buy in with the goals, approach, objectives, and deliverables of the CIPO IT Modernization Program.
- Assist the Program Sponsors, and the Program Director in securing the funding and necessary project management authorities from Treasury Board, as required for any Tier 1 projects as part of IT Modernization Program investments.
- Critically assess Program and Project Portfolio progress and advise the Program Director on issues, risks and mitigation tactics for assurance that CIPO IT Modernization Program investments continue to align with the Benefits Profile, Blueprint, Strategies and Plans.
- Initiate extra activities and other management interventions wherever gaps in the program are identified or issues arise.



- Prepare reports and briefings, in support of the Program Director on the progress of the program at regular intervals.
- Serve as Proxy to the Program Director in meetings, as determined by the Program Director.

4.3 As required responsibilities

- On an as-required basis, manage third-party contributions to deliverables (from internal functions such as: Finance, Corporate Strategy, Performance Measurement, Human Resources, etc.).
- Update the CIPO IT Modernization Program Benefits Profiles, Blueprint, Business Case, Program Plan, and other Strategies and Plans.
- Conduct assessments related to CIPO IT Modernization Investment Program issues, gaps and process improvements, as needed.
- Critically review drafts and advise the Program Director on Program alignment and quality of Tier 1 project PCRAs (Project Complexity and Risk Assessment), as required.
- Facilitate workshops and quarterly reviews for Senior Project Executive and business sponsors, as required by the Program Director
- On an as-required basis, critically assess and advise on communications with stakeholders to ensure alignment to the Program.
- Unless otherwise stated, conduct quarterly reviews and update all Program and governance artefacts (Business Case, Benefit Profiles, Program Plan, Projects Portfolio I Projects Dossier).
- Conduct monthly updates to program plan, health checks and other governance body presentations (IT Council, Program Assurance Committee, Business Improvement Committee, etc.).
- Conduct quarterly audits and evaluations on program compliance, risk, benefits realization and projects portfolio alignment and health of the extraction of benefits.
- On a schedule to be determined by the Program Director, facilitate reviews with vested interest stakeholders to ensure alignment of projects portfolio, successful delivery of projects portfolio capabilities, benefits capture and realization.

4.4 Deliverables

The Senior Project Executive will deliver on work products, as required by the ITM Program Director. Specific deliverables in support of the above will include:

- On an as-required basis, develop the following Executive Level products related to the CIPO IT Modernization Program Benefits Profile, Business Case, Projects Portfolio I Projects Dossier and Program Plan:
 - Status reports / Health checks (high level quality assurance analysis of project management practice within a project);
 - Oral Briefings based on presentation decks;
 - Risk assessment reports;
 - Documented Risk and Issues register entries; and,
 - Program assurance compliance reports.
- On an as-required basis, develop a report that assesses the business and technical gaps between the CIPO IT Modernization Program Blueprint and the design of the phases of the program (the “Tranches”) that will lead to step changes in project output capabilities.
- Develop the following products required in accordance with the MSP methodology:



- Quality and Assurance Management strategy and plan;
- Risk Management strategy and risk register;
- Issues Management strategy and issues register;
- Monitoring and control strategy and program plan;
- Resource Management strategy and plan; and,
- Information Management strategy and plan.

4.5 Constraints:

The contractor must abide with the government policies and standards, security, sensitivity and protection of the environment and conservation of information. Several Government wide initiatives might impact the Programs and portfolio of projects as well as the Innovation, Sciences and Economic Development Canada departmental initiatives.

4.6 Client Support:

The consultant will be provided with the following:

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

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

4.7 Official Languages:

The Senior Project Executive must be fluent in either English or French. Written and oral communications through meetings emails and over the phone will be held in both French and English. All deliverables must be produced in English.

5.0 WORK LOCATION

The Senior Project Executive will carry out the majority of the work on CIPO premises located at 50 Victoria, Gatineau, Québec, during normal business hours. The expectation is that the Project Management Resource will be on site and accessible to CIPO staff during core hours (between 8AM — 4PM).

Any offsite work must be pre-authorized by the CIPO project authority in writing. If offsite work is approved, no protected and/or classified information may be removed from CIPO premises.

The Senior Project Executive may be required to attend occasional meetings at Innovation, Sciences and Economic Development Canada's head office located at 235 Queen Street in Ottawa, ON.



6.0 TRAVEL

There are no requirements to travel outside of the National Capital Region (NCR). Any travel, accommodation, and incidental expenses related to the conduct of the Work are the sole responsibility of the Contractor. No travel, accommodation, or incidental expenses will be reimbursed under the resulting Contract.



Annex B: Evaluation Criteria

Instructions - Mandatory and Point Rated Tables/Grids

Failure to comply with the following instructions will render the technical proposal non-compliant.

Technical Proposal

- Projects must be specific to the criteria and copying/pasting the criteria does not demonstrate experience.
- Bidders must provide the following information in their technical response to the technical evaluation criteria:
 - Project #
 - Client Organization/Project Name
 - Duration (month/year to month/year)
 - Total level of work effort (# years/# months)
- Listing technical criteria without substantiating detailed professional work experience will cause the proposal to be considered non-compliant.
- Work experience gained as part of an educational program will not be considered except for experience gained through a formal co-operative program at a post-secondary institution.

Résumé:

- For each project that is cited as experience within the technical proposal, the following information must be identified on the proposed resource's résumé:
 - The name of the client organization (to whom the services were provided);
 - A brief description of the type and scope of services that meets the identified criteria provided by the resource;
 - The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work); and
 - A description of the work as it relates to the stated mandatory or point-rated criteria.
 - For work experience to be considered, the 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.

Validation of Information:

- Innovation, Science and Economic Development (ISED) reserves the right to validate any or all of the information supplied by the bidder from the supplied project reference(s) prior to contract award and will document the responses and results of the Mandatory project references.
- Innovation, Science and Economic Development (ISED) reserves the right to interview all candidates required to validate the Mandatory Criteria and/or to adjust the points assigned in the Point-rated Criteria.
 - The candidates will be given 48 hours advance notice of the time and place of the interview.
 - The interview is expected to take no more than 45 minutes in duration.
 - The questions will relate to the information presented in the Technical Proposal and résumé of the proposed resource as it relates to the Evaluation Criteria and the Statement of Work.

If Canada wishes to interview, a Bidder representative will accompany the requested resources to the interview and will observe the interview.



Use of Information by the Contractor

All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by the Crown shall be used solely in support of this requirement. The Contractor shall be required to secure it from unauthorized use and shall not release it to any third party, person or agency external to Innovation, Science and Economic Development (ISED) without the express written permission of the Project Authority. Such material(s) shall be returned to the Project Authority upon completion of each tasking or when requested by the Project Authority.

MANDATORY EVALUATION CRITERIA

INSTRUCTIONS

Bidders **MUST** respond to the following mandatory evaluation criteria **IN THE ORDER SHOWN**. Any proposal which fails to meet all of the mandatory criteria will be eliminated from further consideration and will be deemed **NON-COMPLIANT**.

Bidders **MUST** provide **ONLY** the following information in their technical grid response to the mandatory resource criteria listed below. Failure to follow the instructions will render the proposal **NON-COMPLIANT**.

- Project #
- Client Organization/Project Name
- Duration (month/year to month/year)
- Total level of work effort (# years/# months)

NOTE: For evaluation purposes, each of the mandatory criteria numbers (#'s) **MUST** be mapped to the specific corresponding line items (not at the summary level) within the cited projects of the proposed resource's résumé or the proposal will be deemed **NON-COMPLIANT**.

TECHNICAL GRID EXAMPLE:

Criteria #	Stream # - Stream Name Resource Category Name - Level X Mandatory Criteria	Required Supporting Information
M1	The proposal must demonstrate that the proposed resource has greater than two (2) years professional work experience developing XXXXXX.	Project # Industry Canada - XYZ Project January 2015 - May 2015 5 months Project # Industry Canada - ABC Project September 2012 - December 2014 2 years 4 months Total: 2 years 9 months



MANDATORY EVALUATION CRITERIA

TBIPS Category: P.5 – Project Executive – Senior

CRITERIA #	STREAM 5 –PROJECT MANAGEMENT SERVICES P.5 – PROJECT EXECUTIVE – LEVEL 3 MANDATORY CRITERIA	REQUIRED SUPPORTING INFORMATION
RESOURCE REQUIREMENTS – PROJECT EXECUTIVE - LEVEL 3		
M1	<p>The Bidder must submit a detailed CV for the proposed Senior Project Executive demonstrating that they meet the minimum mandatory experience for the Project Executive level 3 which is the following:</p> <p>Level 3: 10+ years of experience, or 5+ years of experience with a recognized professional certification</p>	<p>To demonstrate the years of experience, the Bidder must provide examples of projects for which the proposed resource has professional work experience as a Senior Project Manager. The sum of all the examples must exceed 10 years or 5 years of experience.</p> <p><i>If demonstrated experience is between 5 and 10 years, copy of a recognized professional certification must be provided.</i></p>
M2	<p>Further to mandatory experience required in M1, the proposed Senior Project Executive must have more than 10 years of professional work experience (from date of bid closing) as a Senior Project Executive in an IM/IT environment.</p>	<p>The examples of projects submitted in M1 must clearly identify if the project was in an IM/IT environment.</p>
M3	<p>The bidder must demonstrate in their proposal that the proposed Senior Project Executive has ten (10) (from date of bid closing) years demonstrated professional experience managing successful programs / portfolio of projects related to business transformation in an IT environment;</p> <p style="text-align: center;">OR</p> <p>The bidder must demonstrate in their proposal that the proposed Senior Project Ex-</p>	<p>Provide examples of projects for which the proposed Senior Project Executive has professional work experience managing successful programs / portfolio of projects related to business transformation in an IT environment; The sum of all the examples must equal or exceed 10 years</p> <p>If demonstrated experience is</p>



	<p>ecutive has five (5) years' of demonstrated professional work experience (from date of bid closing) managing successful programs I portfolio of projects related to business transformation in an IT environment and a recognized program management professional certification such as Managing Successful Programmes (MSP), Program Management Professional (PgMP), or other industry accepted best practices program management methodology certification.</p>	<p>between 5 and 10 years, copy of a recognized program management professional certification must be provided.</p>
M4	<p>The bidder must demonstrate in their proposal that the proposed Senior Project Executive has (10) years of demonstrated professional work experience (from date of bid closing) defining and documenting the scope, objectives and plan for IT transformation projects.</p>	<p>Provide examples of projects for which the proposed Senior Project Executive has professional work experience defining and documenting the scope, objectives and plan for IT transformation projects.</p> <p>The sum of all the examples must equal or exceed 10 years.</p>
M5	<p>The bidder must demonstrate in their proposal that the proposed Senior Project Executive has ten (10) years demonstrated professional work experience (from date of bid closing) as a Project Executive assessing resourcing strategies, plans, program designs and providing recommendations of management action plans for IT transformation projects.</p>	<p>Provide examples of projects for which the proposed resource has professional work experience as a Project Executive assessing resourcing strategies, plans, programme designs and providing recommendations of management action plans.</p> <p>The sum of all the examples must equal or exceed 10 years.</p>
M6	<p>The bidder must demonstrate in their proposal that the proposed Senior Project Executive has ten (10) years professional work experience (from date of bid closing) as a Project Executive assessing project risks and providing recommendations to Management on risk mitigation for IT transformation projects.</p>	<p>Provide examples of projects for which the proposed resource has professional work experience as a Project Executive assessing project risks and providing recommendations to Management on risk mitigation for IT transformation projects.</p> <p>The sum of all the examples must equal or exceed 10 years.</p>



POINT-RATED EVALUATION CRITERIA

In order to qualify for the rating process, proposals **MUST** respond to the following rated requirements **IN THE ORDER SHOWN**. Any proposal which fails to achieve an overall minimum technical rating of 80% will be eliminated from further consideration.

INSTRUCTIONS

Bidders **MUST** respond to the following point-rated evaluation criteria **IN THE ORDER SHOWN**. Any proposal which fails to meet all of the mandatory criteria will be eliminated from further consideration and will be deemed **NON-COMPLIANT**.

Bidders **MUST** provide **ONLY** the following information in their technical grid to the point-rated resource criteria listed below. Failure to follow the instructions will render the proposal **NON-COMPLIANT**.

- Project #
- Client Organization/Project Name
- Duration (month/year to month/year)
- Total level of work effort (# years/# months)

NOTE: For evaluation purposes, each of the point-rated criteria numbers (#'s) **MUST** be mapped to the corresponding line items (not at the summary level) within the cited projects of the proposed resource's résumé or the proposal will be deemed **NON-COMPLIANT**.

TECHNICAL GRID EXAMPLE:

Criteria #	Stream # - Stream Name Resource Category Name - Level X Point Rated Criteria	Required Supporting Information	Max Points
PR1	Demonstrated professional experience XXXX. >36 months = 10 points >30 months up to 36 months = 8 points >24 months up to 30 months = 6 points >18 months up to 24 months = 4 points >12 months up to 18 months = 2 points ≤12 months = 0 points	Project # Industry Canada - ABC Project September 2012 - December 2014 2 years 4 months Project # Industry Canada - XYZ Project January 2010 - August 2012 2 years 8 months Total: 5 years	10 points



POINT RATED EVALUATION CRITERIA

TBIPS Category: P.5 – Project Executive – Senior

CRITERIA #	STREAM 5 – PROJECT MANAGEMENT SERVICES P.9 – PROJECT EXECUTIVE – LEVEL 3 POINT RATED CRITERIA	REQUIRED SUPPORTING INFORMATION	MAX POINTS
PR1	<p>The bidder should demonstrate in their proposal that the proposed Senior Project Executive has professional work experience as a Project Executive in one or many of the following areas for a large scale* program (defined below):</p> <ol style="list-style-type: none"> 1. drafting program plans; 2. recommending program design; 3. proactively monitoring a program’s overall progress; and, 4. Identifying and recommending solutions. on issues for large scale programs in the public or private sector <p>5 projects = 10 points 4 projects = 8 points 3 projects = 6 points 2 projects = 4 points 1 project = 2 points</p> <p><i>*A large scale program is defined as a program with a budget of \$1,000,000 or more.</i></p>	<p>Provide examples of projects for which the proposed Senior Project Executive demonstrated professional work experience in those areas for a large scale program.</p>	<p>10 points</p>
PR2	<p>The bidder should demonstrate in their proposal that the proposed Senior Project Executive has professional work experience as Project Executive guiding projects and/or programs through the Government of Canada Treasury Board submission process through to Effective Project Approval*.</p> <p>3 projects = 9 points 2 projects = 6 points</p>	<p>Provide examples of projects for which the proposed Senior Project Executive demonstrated professional work experience guiding projects and/or programs through the Government of Canada Treasury Board submission process through to Effective</p>	<p>9 points</p>



	<p>1 project = 3 points</p> <p>*Effective project approval means that the Treasury Board submissions were approved.</p>	Project Approval.	
PR3	<p>The bidder should demonstrate in their proposal that the proposed Senior Project Executive has professional work experience in one or more of the following areas for a large scale program (defined below):</p> <ol style="list-style-type: none"> 1. analysing and assessing program issues and risks and developing and recommending risk mitigation actions; 2. alignment of a program with corporate objectives; 3. ensuring architectural coherence; 4. assessing programs to ensure a program meets appropriate quality, budget and schedule and scope limits; 5. Resourcing strategies, plans and Assurance strategy and plans. <p>5 projects = 10 points 4 projects = 8 points 3 projects = 6 points 2 projects = 4 points 1 project = 2 points</p> <p><i>A large scale program is defined as a program with a budget of \$1,000,000 or more.</i></p>	Provide examples of projects for which the proposed Senior Project Executive demonstrated professional work experience in those areas for a large scale program.	10 points
PR4	<p>The bidder should demonstrate in their proposal that the proposed Senior Project Executive has professional work experience developing risk strategies and plans (planning, identification, analysis, response and mitigation).</p> <p>5 projects = 10 points 4 projects = 8 points 3 projects = 6 points 2 projects = 4 points 1 project = 2 points</p> <p>Note: Each project cited must include a</p>	Provide examples of projects for which the proposed Senior Project Executive demonstrated professional work experience developing risk strategies and plans (planning, identification, analysis, response and mitigation).	10 points



	comprehensive description of the risk strategy and plan for validation purposes.		
PR5	<p>The bidder should demonstrate in their proposal that the proposed Senior Project Executive has professional work experience developing and implementing solutions in a shared services delivery model.</p> <p>Each reference project cited must have a minimum of one (1) year or greater in duration and the project budget must be greater than \$1 million.</p> <p>5 projects = 10 points 4 projects = 8 points 3 projects = 6 points 2 projects = 4 points 1 project = 2 points</p> <p>Definition: Shared Services is defined as a service model designed to gain efficiencies in routine processing by leveraging common practices and is enabling technology for multiple organizations.</p>	<p>Provide examples of projects for which the proposed Senior Project Executive demonstrated professional work experience developing and implementing solutions in a shared services delivery model.</p>	10 points
PR6	<p>The Bidder's proposed Senior Project Executive should have one or more of the following project management certifications.</p> <p>All certifications must be valid at the time of the submission and must be maintained for the period of the work performed.</p> <ul style="list-style-type: none"> • MSP (Managing Successful Programmes) • PMP (Project Management Professional) • PgMP (Programme Management Professional) • Prince2 • Other recognized project management professional certification 	<p>Provide a copy of the proposed Senior Project Executive's certification.</p> <p>Masters Degree in project management from recognized university = 6 points</p> <p>MSP or PGMP = 3 points</p> <p>PMP or Prince 2 = 3 points</p> <p>Other certifications = 1 point (maximum 3 points)</p>	10 Points



	<p>tions* (APM, IPMA)</p> <p>*a certificate for attending a course without appropriate examination and evaluation will not be recognized.</p>	Maximum Points: 10	
		80% Required to pass	= 47 points
		Resource Requirements Total	= 59 points

Proposed resources must possess the experience and qualifications detailed in the applicable Resource Evaluation Grid and are available to begin work within ten (10) business days following contract award unless otherwise agreed to by both parties.



Annex C: Basis of Payment

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

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

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

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

CONTRACT PERIOD:

Initial Contract Period (Date of Contract to December 31, 2017)						
	(B)	(C)	(D)	(E)	(F)	(G)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	% Discount	Total Cost D x [E - (ExF)]
P.5 Project Executive	Level 3		220	\$	N/A	\$
Total Estimated Initial Contract Cost:						\$ <TBD>

OPTION PERIODS:

Option Period 1 (January 1, 2018 to December 31, 2018)						
	(B)	(C)	(D)	(E)	(F)	(G)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	% Discount	Total Cost D x [E - (ExF)]
P.5 Project Executive	Level 3		220	\$	N/A	\$
Total Estimated Initial Option 1 Cost:						\$ <TBD>

Option Period 2 (January 1, 2019 to December 31, 2019)						
	(B)	(C)	(D)	(E)	(F)	(G)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	% Discount	Total Cost D x [E - (ExF)]
P.5 Project Executive	Level 3		220	\$	N/A	\$
Total Estimated Initial Option 2 Cost:						\$ <TBD>

Total Estimated Cost: \$



Annex D: Basis of Selection

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria.

The Method of Selection to issue the resulting Contract is the technically responsive proposal that obtains the highest combined rating of technical merit and price and will be calculated as indicated in Supplier Selection Method below.

1.1 SUPPLIER SELECTION METHOD:

The contractor will be selected on the basis of the highest responsive combined rating of technical merit and price. The total proposal rating of each proposal will be calculated as follows:

Rating of Technical Proposal

$$\frac{\text{Total Technical Points}}{\text{Maximum Technical Points}} \times 80 \text{ points}$$

Rating of Financial Proposal

$$\frac{\text{Lowest Total Estimated Cost of all Technically Compliant Bidders}}{\text{All other Total Estimated Cost of Individual Supplier bids}} \times 20 \text{ points}$$

Total Proposal Rating

Total Proposal Rating = Technical rating + Financial Rating



Annex E: Pricing Schedule

The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must quote an all-inclusive per diem rate for of the resource category proposed for this requirement.

A. CONTRACT PERIOD:

			Initial Contract Period (Date of Contract to December 31st , 2017)			
	(B)	(C)	(D)	(E)	(F)	(G)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	% Discount	Total Cost $D \times [E - (ExF)]$
P.5 Project Executive	Level 3		220	\$	N/A	\$
Total Estimated Initial Contract Cost:						\$

B. OPTION PERIODS:

			Option Period 1 (January 1 st , 2018 to December 31st , 2018)			
	(B)	(C)	(D)	(E)	(F)	(G)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	% Discount	Total Cost $D \times [E - (ExF)]$
P.5 Project Executive	Level 3		220	\$	N/A	\$
Total Estimated Initial Option 1 Cost:						\$

			Option Period 2 (January 1 st , 2019 to December 31st , 2019)			
	(B)	(C)	(D)	(E)	(F)	(G)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	% Discount	Total Cost $D \times [E - (ExF)]$
P.5 Project Executive	Level 3		220	\$	N/A	\$
Total Estimated Initial Option 2 Cost:						\$

Total Cost: \$

C. Total evaluated proposal cost: \$ _____
(Total of A. Contract period + B. Option periods)



Annex F: Security Requirement Check- List



Contract Number / Numéro du contrat Common PS SRCL#4
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 / Acquisitions Branch	
2. Branch or Directorate / Direction générale ou Direction	Acquisitions Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Professional Services - Standing Offers and Supply Arrangements		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED Information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier 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 type="checkbox"/> No / Non <input checked="" 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 type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Contract Number / Numéro du contrat
Common PS SRCL#4
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat
Common PS SRCL#4
Security Classification / Classification de sécurité UNCLASSIFIED

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

For users completing the form manually use the summary chart below to indicate the category(les) 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	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRIÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI / IT Link / Lien électronique																

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



Annex G: Bid Submission Form

<i>(to be filled in by Bidder)</i>			
Bidder's full legal name			
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #		
	Fax #		
	Email		
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i>			
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	As per TBIPS Holder Supply Arrangement.		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"		
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"		
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :		
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		
Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :		
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;		



<p>requirements do apply and the bidder is required either to:</p> <p>(a) Submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) Submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$1,000,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p>Security Clearance Level of Bidder [include both the CISC security clearance number, level and the date it was granted]</p>		
<p>Security Clearance Level of Bidder's Individual Resources <i>[add additional resources on another page, if required]</i></p> <p>i. Name of Individual as it appears on security clearance application:</p> <p>ii. Level of security clearance obtained and expiry date:</p> <p>iii. Validity period of security clearance obtained</p> <p>iv. Security Screening Certificate and Briefing Form file number</p>	<p>i.</p>	
	<p>ii.</p>	
	<p>iii.</p>	
	<p>iv.</p>	
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; This bid is valid for the period requested in the bid solicitation; All the information provided in the bid is complete, true and accurate; and If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		