Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

LETTER OF INTEREST
LETTRE D'INTÉRÊT

Title - Sujet Professional/ consulting services	
Solicitation No. - N° de l'invitation EN578-171875/A	**Date** 2016-11-18
Client Reference No. - N° de référence du client 20171875	**GETS Ref. No. - N° de réf. de SEAG** PW-$$ZQ-019-30585
File No. - N° de dossier 019zq.EN578-171875	**CCC No./N° CCC - FMS No./N° VME**
Solicitation Closes - L'invitation prend fin **at - à** 02:00 PM **on - le** 2016-11-28	**Time Zone** **Fuseau horaire** Eastern Standard Time EST
F.O.B. - F.A.B. **Plant-Usine:** ☐ **Destination:** ☐ **Other-Autre:** ☐	
Address Enquiries to: - Adresser toutes questions à: Hamann, Amélie	**Buyer Id - Id de l'acheteur** 019zq
Telephone No. - N° de téléphone (819) 420-1388 ( )	**FAX No. - N° de FAX** ( ) -
Destination - of Goods, Services, and Construction: **Destination - des biens, services et construction:** TPSGC/PWGSC National Capital Area (Gatineau) Phase III, Place du Portage 11 Laurier Street Gatineau Quebec K1A0S5 Canada	

Comments - Commentaires

Instructions: See Herein

Instructions: Voir aux présentes

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

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

Issuing Office - Bureau de distribution

Services Procurement-Instruments Management Division/Approvisionnements de services-Gestion des instruments
11 Laurier St. / 11, rue Laurier
11C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

Canada

REQUEST FOR INFORMATION (RFI) REGARDING CONTRACT AND CONTRACTUAL TERMS AND CONDITIONS VARIABILITY ANALYSIS

FOR
Public Services and Procurement Canada (PSPC)

Table of contents

1.0 Background and purpose of this request for information

In conducting its daily operations, Public Services and Procurement Canada on behalf of Canada procures goods and services on a daily basis to ensure that departments, crown corporations and agencies are able to meet their respective mandates and to effectively respond to the needs of Canadians. Over the past decade, Canada has procured approximately $18 billion worth of goods and services on an annual basis. Of that amount, PSPC managed approximately $15 billion of goods and services on behalf of government departments and agencies.

PSPC is continually seeking opportunities to improve its service delivery through innovation and modernization. In November 2015, the Minister of Public Services and Procurement received a mandate letter from the Prime Minister of Canada with the commitment to "modernize procurement practices so that they are simpler, less administratively burdensome, deploy modern comptrollership, and include practices that support our economic policy goals, including green and social procurement."

There are a number of important changes coming to the delivery of federal government procurement including the acquisition and implementation by PSPC of a new e-procurement solution (EPS), which will move Canada's procurement function to an e-business model. This represents an opportune time to review and evaluate how well contractual terms and conditions contained in government contracts and bid solicitations are working and if they align with modern contracting practices. Furthermore, in light of the speed of changes taking place, a continual and evolving understanding of how well existing contracts and solicitations respond to meet the needs of our clients and concerns from industry is vital for an effective federal procurement system.

As such, the purpose of this project is to conduct an in-depth review of government contracts and contractual terms and conditions as well as solicitation terms and conditions (including in requests for proposals, requests for standing offers, standing offers and supply arrangements, herein referred to as "contractual terms and conditions") to evaluate where and how they can be improved and to identify, where appropriate, recommendations that will strengthen the federal government's ability to procure more effectively and to ultimately bring better value to Canadians.

2.0 Nature of request for information

This is not a bid solicitation. This RFI will not result in the award of any contract. As a result, potential suppliers of any goods or services described in this RFI should not reserve stock or facilities, nor allocate resources, as a result of any information contained in this RFI. Nor will this RFI result in the creation of any source list. Therefore, whether or not any potential supplier responds to this RFI will not preclude that supplier from participating in any future procurement. Also, the procurement of any of the goods and services described in this RFI will not necessarily follow this RFI. This RFI is simply intended to solicit feedback from industry with respect to the matters describes in this RFI.

3.0 Nature and format of responses requested

Respondents are requested to provide their comments, raise any concerns and, where applicable, alternative recommendations regarding how the requirements or objectives described in this RFI could be satisfied. Respondents are also invited to provide comments regarding the content, format and/or organization of any draft documents included in this RFI. Respondents should explain any assumptions they make in their responses. Respondents are requested to asses and comment on the adequacy and clarity of the requirement as currently expressed.

4.0 Response costs

Canada will not reimburse any respondent for expenses incurred in responding to this RFI.

5.0 Treatment of responses

a) Use of Responses: Responses will not be formally evaluated. However, the responses received may be used by Canada to develop or modify procurement strategies or any draft documents contained in this RFI. Canada will review all responses received by the RFI closing date. Canada may, in its discretion, review responses received after the RFI closing date.

b) Review Team: A review team composed of representatives from PSPC will review the responses. Canada reserves the right to hire any independent consultant, or use any Government resources, which it deems necessary to review any response. Not all members of the review team will necessarily review all responses.

c) Confidentiality: Respondents should mark any portions of their response that they consider proprietary or confidential. Canada will treat those portions of the responses as confidential to the extent permitted by the *Access to Information Act*.

d) Follow-up Activity: Canada will meet with each respondents upon request. Following the closing, the Contracting Authority will follow up individually with all respondents who indicate in their responses that they wish to meet with Canada.

6.0 Industry Day

Canada intends to host one-on-one sessions shortly after the close of the RFI. The one-on-one sessions will be held in the greater National Capital Region area at a time and place to be confirmed. The sessions will also be available by video conference.

These one-on-one sessions will be an opportunity to pose and address questions with regards to this RFI and to allow industry's feedback in regards to relevant technical input for the upcoming potential RFP.

The information gathered will be used by Canada to assist in the development of the potential RFP including the Statement of Work (SOW) for maturation and production Phases and to provide more accurate phase durations.

It is requested that the responses to the RFI indicate potential interest in attending the one-on-one sessions. Once all RFI responses are received by PSPC, the Contracting Authority will contact any interested parties with an official invite including details for the one-on-one sessions.

7.0 Official Language

Responses to this RFI may be in either of the official languages of Canada, French or English.

8.0 Content of this RFI

This RFI contains a draft Statement of Work, draft evaluation criteria and questions.

9.0 Inquiries

Because this is not a bid solicitation, Canada will not necessarily respond to enquiries in writing or by circulating answers to all potential suppliers. However, respondents with questions regarding this RFI may direct their enquiries to:
Amelie.hamann@tpsgc-pwgsc.gc.ca

10.0 Format of responses

(a) **Cover Page**: If the response includes multiple volumes, respondents are requested to indicate on the front cover page of each volume the title of the response, the solicitation (RFI) number, the volume number and the full legal name of the respondent.

(b) **Title Page**: The first page of each volume of the response, after the cover page, should be the title page, which should contain:

- (i) the title of the respondent's response and the volume number;
- (ii) the name and address of the respondent;
- (iii) the name, address and telephone number of the respondent's contact;
- (iv) the date; and
- (v) the RFI number.

(c) **Numbering System**: Respondents are requested to prepare their response using a numbering system corresponding to the one in this RFI. All references to descriptive material, technical manuals and brochures included as part of the response should be referenced accordingly.

(d) **Number of Copies**: Canada requests that respondents submit one electronic copy of their responses.

11.0 Submission of responses

a) **Time and Place for Submission of Responses**: Suppliers interested in providing a response should deliver it to the following location by the time and date indicated on page 1 of this solicitation document.

amelie.hamann@tpsgc-pwgsc.ca

b) **Responsibility for Timely Delivery**: Each respondent is solely responsible for ensuring its response is delivered on time to the correct location.

c) **Identification of Response**: Each respondent should ensure that its name and return address, the solicitation number and the closing date appear legibly on the outside of the response.

ANNEX A
Draft Statement of Work

1.0 <u>TITLE</u>

Contract and Contractual Terms and Conditions Variability Analysis

2.0 <u>BACKGROUND</u>

In conducting its daily operations, Public Services and Procurement Canada on behalf of Canada procures goods and services on a daily basis to ensure that departments, crown corporations and agencies are able to meet their respective mandates and to effectively respond to the needs of Canadians. Over the past decade, Canada has procured approximately $18 billion worth of goods and services on an annual basis. Of that amount, PSPC managed approximately $15 billion of goods and services on behalf of government departments and agencies.

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As such, the purpose of this project is to conduct an in-depth review of government contracts and contractual terms and conditions as well as solicitation terms and conditions (including in requests for proposals, requests for standing offers, standing offers and supply arrangements, herein referred to as "contractual terms and conditions") to evaluate where and how they can be improved and to identify, where appropriate, recommendations that will strengthen the federal government's ability to procure more effectively and to ultimately bring better value to Canadians.

3.0 <u>OBJECTIVE</u>

The objectives for this project are to:

- Examine the level of consistency, content, and structure within government contracts, contractual terms and conditions, and related procurement vehicles, using an automated software, to assess the current state of government contracts.

- Assess current government contracts, contractual terms and conditions, and related practices against organizations/jurisdictions comparable to Canada with a view to identifying best practices and opportunities for improvement; and

- Provide recommendations on how to simplify, streamline, and make more effective contracts, contractual terms and conditions, and related processes and practices.

4.0 SCOPE OF WORK AND DELIVERABLES

The work to be performed by the Contractor has been broken down into three (3) major phases, each with specific deliverables. The Contractor must be aware that the work will be requested through the task authorization process.

4.1 Phase #1 – Analysis of Contracts and Contractual Terms and Conditions

This phase focuses on analyzing a sample of Canada's contracts and contractual terms and conditions, including the clauses contained in the Standard Acquisitions Clauses and Conditions (SACC) Manual to assess their level of consistency and standardization as well as their content and structure. The Contractor will be required to undertake, but not be limited to, the following:

- Develop a methodology and approach for this analysis and a detailed work plan for the work to be performed. The Contractor must be able to demonstrate that the approach developed will be able to meet the objectives outlined in the Statement of Work. The Contractor will be required to consult with and gain approval from the Project Authority prior to carrying out the analysis on the provided documentation. The Contractor will also be required to communicate with the Project Authority on a regular basis (status updates and meetings, in person or by conference call) throughout the Contract Period.

- Analyze, using an automated software, contractual terms and conditions, including those in the SACC Manual provided by the Project Authority. It is expected that the Project Authority would provide thousands of contractual documents (between 5,000 -10,000) to the Contractor to undertake this analysis. It is foreseen that these documents will be in a pdf format. It is expected that the Contractor will remove protected or confidential information from documents, as outlined by the Project Authority (e.g., business name, payment schedule).

- The contractor may also be required to conduct interviews with identified PSPC staff and key stakeholders based on the outcome of the analysis and/or at the request of the Project Authority.

In carrying out the analysis mentioned above the Contractor will be required to:

- Have the functionality within its automated software to analyze contracts' content and contractual terms and conditions based on different variables as established and requested by the Project Authority, including but not limited to, contract type, dollar value, complexity level, and commodity-type.

- Analyze the level of consistency and standardization in terms of content and structure across contracts within the same commodity and across all commodities and also against those included in the SACC Manual.

- Determine whether contractual terms and conditions deviate from the existing standard clauses found in the SACC Manual, and if so:
  - identify the number of contracts that contain no deviation;
  - identify and list the number of contracts that contain the deviations;
  - indicate how and to what extent the contractual terms and conditions have been modified;
  - highlight the deviations or additions using the clauses within the SACC Manual as the basis; and
  - other types of analysis as determined by the Project Authority.

- Analyze the structure of contracts as compared to SACC Manual templates for low, medium and high complexities;

- Support the preparation of contractual terms and conditions that will form the new electronic clause library as part of the Electronic Procurement Solution of the Government of Canada.

Deliverables

In order to complete the work related to Phase #1, the Contractor will be required to provide the following:

- A data file in EXCEL format that allows Canada to conduct further research and analysis of the Contractor's results of the contract and contractual terms and conditions analysis. This data file shall contain all the results of the analysis performed by the Contractor as well as a clear definition of each variable.
  This deliverable must be provided, in its final state, within the timeframe specified by the Project Authority.

- A detailed report of the results of the contract and contractual terms and conditions analysis. More specifically, this report will include, but is not limited to:

  - An executive summary;
  - Table of contents;
  - A methodology section that describes the approach used to conduct the contract and contractual terms and conditions analysis;
  - An inventory of all clauses found in the documents;
  - Detailed findings from the analysis as it pertains to:
    - the level of consistency and standardization of contracts and contractual terms and conditions overall, by commodity group, by sector and by region;
    - the level of consistency and standardization of contractual terms and conditions as compared to those in the SACC manual and common industry practices;
    - the extent to which contract and contractual terms and conditions are modified and a description of how the terms and conditions have been modified; and
    - the structure of contracts as compared to the structure of standard contract templates provided in the SACC manual;
  - An analysis of the content and structure of the contracts and contractual terms and conditions in terms of their simplicity, readability, and effectiveness;
  - Detailed recommendations for changes to contract and contractual terms and conditions' content and/or structure to support and facilitate increased consistency and standardization across government contracts and contractual terms and conditions. This will include, but is not limited to:
    - a list of proposed contractual terms and conditions that should be standardized;
    - suggested content for those proposed standard terms and conditions;
    - a list of contractual terms and conditions that are consistent and standard in all contracts as well as clauses that are negotiated or created for a specific purpose; and
    - a list of contractual terms and conditions that are used within the same commodity group by respective commodity groups.

The report must be submitted electronically to the Project Authority in Microsoft Word or Word-compatible format. The report is to be produced in font Arial 12. Any electronic files that cannot be read or require major formatting changes when opened are <u>not acceptable</u> and may be returned to the contractor for correction.

Prior to submitting the report, the Contractor is required to provide a draft version to the Project Authority for review and comment. The Contractor shall address any comments and recommended edits supplied by the Project Authority as it pertains to the draft report and resubmit it for final approval.

4.2 <u>Phase #2 – Benchmarking Canada's Contracts and Contract Clauses and Related Practices Against Similar Jurisdictions</u>

Phase #2 is focused on obtaining an understanding of how other jurisdictions (both domestic and international) that are comparable to Canada have modernized their contracts, contractual terms and conditions, and related practices, including contract templates and related contract development processes and practices; the language and structure of contracts; and the use of electronic clause repositories. The Contractor will be required to conduct a comprehensive analysis using no less than three jurisdictions of comparable size and structure to Canada. The Contractor will be required to benchmark these jurisdictions against Canada's current contracting practices to identify areas for improvement.

To complete this phase, the Contractor will be required to consider the results of Phase #1 as well as review Canada's current contracting practices, such as operating instructions, Supply Manual and the Standard Acquisitions Clauses and Conditions (SACC) Manuals, standard templates, complexity level, procurement tools, and approval requirements. The Contractor will also be required to conduct interviews with identified PSPC staff and key stakeholders.

Deliverable

To satisfy Phase #2 the Contractor will be required to provide a report that will provide detailed findings. More specifically, the report will include, but is not limited to:

- An executive summary;
- Table of contents;
- Overview of current government contracts, contractual terms and conditions and related practices as well as the legislative and legal frameworks that underpin procurement in each jurisdiction;
- List of people interviewed and documents examined;
- List of jurisdictions considered in the comparative analysis and justification for selecting those jurisdictions;
- An analysis of the advantages and disadvantages of the various contracting practices in each jurisdiction; and
- A review of best practices based on the benchmark analysis.

The report must be submitted electronically to the Project Authority in Microsoft Word or Word-compatible format for review and approval. The report is to be produced in font Arial 12. Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and may be returned to the Contractor for correction.

Prior to submitting the Final Report, the Contractor must provide a draft version to the Project Authority for review and comment. The Contractor shall address any comments and recommended edits supplied by the Project Authority as it pertains to the draft report and resubmit it for final approval.

4.3 Phase #3 - Develop Implementation Strategy

Building on the results of Phase #1 and Phase #2, the Contractor will be required to develop recommendations to simplify and streamline government procurement practices.

The Contractor will also be required to develop a strategy to implement proposed recommendations. Recommendations must consider the impact and relationship to EPS. In addition, the recommendations will need to provide clear definitions and justification of changes recommended; the level of effort and resources required to implement the proposed recommendations and what needs to be in place to support organizational change.

Deliverables

To satisfy Phase #3 the Contractor will be required to produce a report that responds to the requirements outlined in Phase #3.

The report must be submitted electronically to the Project Authority in Microsoft Word or Word-compatible format. The report is to be produced in font Arial 12. Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and may be returned to the Contractor for correction.

Prior to submitting the report, the Contractor must provide a draft version to the Project Authority for review and comment. The Contractor's Final Report shall address any comments and recommended edits supplied by the Project Authority as it pertains to the draft report.

Integrated Final Report

The integrated report consists of combining all components into a single coherent and consolidated report. The report should be written in a way that ensures that it can be easily shared with and understood by a wide variety of stakeholders involved in government of Canada procurement. Sections of the report should include, but not be limited to:

- Executive summary;
- Introduction;
- Description of the project and objectives;
- Summary of project plan and timelines;
- Description of methodology and limitations;
- Findings, conclusions and recommendations;
- Implementation with a proposed strategy;
- Lessons learned;
- Appendices;
- List of persons interviewed;
- List of documents reviewed;
- Footnotes; and
- List of sources.

The report must be submitted electronically to the Project Authority in Microsoft Word or Word-compatible format. The report is to be produced in font Arial 12. Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and may be returned to the Contractor for correction.

Prior to submitting the integrated report, the Contractor must provide a draft version to the Project Authority for review and comment. The contractor's Final Report shall address any comments and recommended edits supplied by the Project Authority as it pertains to the draft report and resubmit it for final approval.

Associated Schedule

Required Actions & Deliverables	**Timeline**
Kickoff meeting between the Project Authority and the Contractor	Week 1 from contract award
Draft Contractual Terms and Conditions Variability Analysis Methodology and Work Plan	Week 3 or 4 from contract award
Pilot - Preliminary analysis with small sample (500 documents) to validate methodology for analysis and refine, if necessary	Week 7 from contract award
Contractual Terms and Conditions Variability Analysis Results Report from Phase #1	Week 14 from contract award

Contractual Terms and Conditions Variability Data File from Phase #1	Week 14 from contract award
Benchmarking Report from Phase #2	Week 20 from contract award
Implementation Strategy Report from Phase #3	Week 30 from contract award
Integrated Final Report	Week 40 from contract award

5.0 WORK SITE

The work will be conducted at the Contractor's facility. PSPC will not provide office space nor government furnished equipment.

6.0 SUPPORTING DOCUMENTS

Supply Manual

Standard Acquisition Clauses and Conditions (SACC) Manual

Electronic Procurement Solution – Request for Proposal

Department of Public Works and Government Services Act

Government of Canada Contracting Policy

Annex B
Draft Evaluation Criteria

Evaluation Method

Mandatory requirements are assessed on a simple **pass or fail basis**. Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal **non-compliant**. The treatment of mandatory requirements in any procurement process is absolute.

Bids must meet all the mandatory requirements described below. This will be assessed as either **"Yes" or "No"**. Proposals not receiving "Yes" for any mandatory requirement will ***not*** be considered further.

Mandatory Requirements

	Compliant/ Non-Compliant
M1: Automated Software	
The Bidder must have access to an automated software to conduct the contract and contractual terms and conditions variability analysis described in the Statement of Work. The Bidder must describe overall details on the capability and limitations of the automated software.	
M2: Composition of Project Team	
The Bidder must include the resume of EACH proposed resource, including proposed replacements, to deliver the work. The Bidder must also provide in a table format (see Attachment 1 to Annex B), herein referred to as "*Composition and Role of Project Team Table*", the following information for EACH of its team member: • Name of team member; • Role of team members during contract period (e.g., Project Manager, Data analyst); • Qualifications (Educational and professional designation); and • Demonstrated experience. Note: The *Composition and Role of Project Team Table* will be used in the assessment of rated requirement R2 in the next section.	
M3: Experience of Bidder and Project Team	
The Bidder must provide customer project references. The customer project references must be in a table format (see Attachment 2 to Annex B), herein referred to as the "*Bidder and Project Team Experience Table*". The customer project references provided in Attachment 2 to Annex B must be from projects of similar types to the one described in the Statement of Work that the Bidder performed itself in the past five years prior to solicitation closing date. This information must be presented for each relevant project and must contain the following information: • Name of the client organization and contact information;	

• Title of the project; • Description of the project; • Description of the methodology(s) used; • Start and end dates (month and year) of the project; • Dollar value of the project; and • Resulting outcomes of the project. The Bidder must also provide information on the specific skills and experience of the Bidder's proposed resources. The proposed resources' experience must have been acquired while working on the Bidder's client projects cited above. This information must be included in the Bidder and Project Team Experience Table (see Annex B) and the experience should be expressed in months. The experience of the proposed Project Manager should be included first. The *Project Team Experience Table* must contain the following information: • Project management skills for projects of similar size and complexity; • Experience conducting contract and contractual terms and conditions analysis using automated software; • Experience interpreting automated contract analysis results and analyzing contracts in general; • Research skills, such as conducting literature, document and database reviews; • Analytical skills and experience in collecting, summarizing, integrating qualitative and quantitative data from different sources collected through different methods; • Experience developing and conducting key stakeholder information interviews; and • Writing skills for project reports. Note: *Overlap between projects will not be counted twice and credit will not be given toward the five (5) year period. For example, project A began on August 2015 and ended December 2015 and project B began on October 2015 and ended February 2016. The overlapping dates are: October, November and December. These are to be counted once, not twice.* Note: The Bidder and Project Team Experience Table will be used in the assessment or rated requirements R2, R3 and R4 in the next section.	
M4: Detailed Work Plan/ Project Schedule	
The Bidder must provide the proposed methodology and must include a proposed work plan. The work plan must include the following elements: • Specific steps to be performed and the sequencing of those steps. • The planned start and completion date for each of those steps. • The role, responsibility and estimated level of effort (e.g., person days) of the proposed project team in each step/method (tasks/subtasks). Project resource(s) allocated to each step	

Point Rated Requirements

Criteria	Page #	Points Allocated for the Criteria	Minimum Points Required	Score
R1: Understanding the context of the Project				
The Bidder should describe its understanding of the work described in the Statement of Work. The assessment of this criteria will be based on the extent to which the proposal articulates the Bidder's understanding of the requirement as outlined in the Statement of Work. *<u>NOTE</u>: Restating the background provided in the Statement of Work, or duplicating background materials from elsewhere will normally not be considered a way of demonstrating a good understanding of the context of the evaluation.*		Maximum 10 points **<u>RATING SCALE</u>** 10 points = proposal provides a detailed description and understanding of the nature and scope of the project. 6 points = proposal provides a satisfactory description and understanding of the nature and scope of the project. 2 points = proposal provides a limited description and understanding of the nature and scope of the project. 0 points = context of the project was not understood as proposal did not provide a description of the work requested.		
R2: Experience of Project Manager				
The experience of the proposed Project Manager provided in response to M3 will be rated as follows:				
a) Non-overlapping experience in contract variability analysis using software.		Maximum 15 points		

Note: Non-Overlapping experience means that overlap between projects will not be counted twice and credit will not be given toward the five year period. For example, project A began on August 2015 and ended December 2015 and project B began on October 2015 and ended February 2016. The overlapping dates are: October, November and December. These are to be counted once, not twice.		**RATING SCALE** 15 points = more than three years of non-overlapping experience in managing a contract variability project. 10 points = two years of non-overlapping experience in managing a contract variability project. 5 points = one year or less of non-overlapping experience in managing a contract variability project. 0 points = no experience in managing a contract variability project.		
Conduct contract variability analysis, including providing recommendations to large public and/or private sector organizations (more than 2000 employees)		Maximum 10 points **RATING SCALE** 2 points for each project conducted for an organization with more than 2000 employees to a maximum of 10 points.		
Conducting contract variability and analysis projects of value over $200,000 to large public and/or private sector organizations.		Maximum 10 points **RATING SCALE** 2 points for each project over $200,000 in value to a maximum of 10 points		
R3: Experience of Project Team				
Based on the Bidder's response to M2 and M3, the proposed resource's demonstrated experience within the last five years will be evaluated as follows: The table must also provide the total NON-OVERLAPPING experience (i.e., non-concurrent experience) gained (months) by the proposed		Maximum 25 points **RATING SCALE** (points are not additive) 25 points = 50% or more of team members have more than 4 years of non-overlapping experience in at least one of the areas.		

project team member as a result of the involvement in the projects listed. *Note:* Non-Overlapping experience means that overlap between projects will not be counted twice and credit will not be given toward the five year period. For example, project A began on August 2015 and ended December 2015 and project B began on October 2015 and ended February 2016. The overlapping dates are: October, November and December. These are to be counted once, not twice.		Collectively, all areas are covered. 20 points = 50% or more of team members have more than 3 years of non-overlapping experience in at least one of the areas. Collectively, all areas are covered. 15 points = 50% or more of team members have more than 2 years and less than 3 years of non-overlapping experience in at least one of the areas. Collectively, all areas are covered. 10 points = 50% or more of team members have more than 1 year and less than 2 years of non-overlapping experience in at least one of the areas. Collectively, all areas are covered. 5 points = 50% or more of team members have 1 year or less of non-overlapping experience in at least one of the areas. Collectively, all areas are covered.		
R4: Experience with Personnel with Contract Variability Analysis				
At least one team member must demonstrate experience having led/managed contract variability related projects within the past five years.		Maximum 10 points **<u>RATING SCALE</u>** 10 points = 4 or more contract variability related projects 7 points = 3 contract variability related projects 4 points = 2 contract variability related projects 1 point = 1 contract variability related projects		

R5: Detailed Work Plan				
The Bidder's proposal should include a detailed work plan. The proposed detailed work plan should cover the duration of the deliverables under the Statement of Work and should contain: a work breakdown structure identifying tasks, sub-tasks and their descriptions, phases, estimated level of effort per task / sub-task (i.e. person days), responsible team member(s) for each task, and other team members allocated per task as well as a project schedule/Gantt chart identifying tasks, sub-tasks and phases, start and end dates per task/sub-task, elapsed time per task / sub-task, deliverables and milestones. The proposed work plan will be evaluated as follows:				
a) Comprehensiveness of the scheduling		Maximum 20 points **<u>RATING SCALE</u>** 20 points = Level of effort allocated by task/sub-task according to its description is sufficient; elapsed times are reasonable and allow for potential delays; deliverables and milestones are clearly identified; project flow chart clearly presents the logic of the envisaged work. 13 points = Level of effort allocated by task/ sub-task according to its description is sufficient but elapsed times do not consider potential delays; deliverables and milestones are clearly identified. 6 points = Level of effort allocated by task / subtask according to its description is insufficient leading to unrealistic elapsed times and potential delays; deliverables		

		and milestones are not clearly defined. 0 points = Bidder provided an insufficient work plan. Level of effort allocated by task/ subtask was not described, timelines were not included, and milestones were not identified or clearly defined.		
b) Adequacy of the resources allocated (the work plan will be compared with the proposed resources experience).		Maximum 20 points **RATING SCALE** 20 points = responsible team member(s) per task/sub-task is/are identified; the experience of team member(s) allocated to each task/sub-task is aligned with the task/sub-task description; there is appropriate involvement of the Project Manager in both critical study tasks leading to deliverables or milestones and with the project in general. 13 points = responsible team member(s) per task/sub-task is/are identified; the experience of team member(s) allocated to each task/sub-task is aligned with the task/sub-task description but some gaps remain; the Project Manager is not involved in critical study tasks leading to deliverables or milestones. 6 points = responsible team member(s) per task/sub-task is/are not identified; the experience of team member(s) allocated to each task/sub-task is not aligned with the task/sub-task description; there is limited involvement of the Project Manager in the project.		

		0 points = responsible team member(s) per task/sub-task is/are not identified; the experience of team member(s) allocated to each task/sub-task is not aligned with the task/sub-task description; Project Manager’s level of involvement is insufficient both in terms of critical study tasks leading to deliverables or milestones and with the project in general.		
Total Scores **Minimum Points Required - 70%**		**120**	**84**	

Attachment 1 to Annex B, Draft Evaluation Criteria
Composition and Role of Project Team Table

Team Member	Name of Team Member	Role of Team Member for Proposed Project	Qualifications (Educational and professional designation)
1			
2			
3			
4			
5			

NOTE: The model is made for five team members. If you want to add more, please add a second page and continue with the following members.

Attachment 2 to Annex B
Bidder and Project Team Experience Table

Example	Details			Role and Experience of Team Members										Work Language	
1	Name of the client organization:			Project Manager Team Member 1 Name:		Team Member 2 Name:		Team Member 3 Name:		Team Member 4 Name:		Team Member 5 Name:		Team Member	EN, FR, BI
	Number of employees in client organization:														
	Name of Project Manager:	Telephone No. :		Role	Experience (# Months)	Role	Experience (# Months)	Role	Experience (# Months)	Role	Experience (# Months)	Role	Experience (# Months)	1	
	Title of the project:			PM		PM		PM		PM		PM		2	
	Contract Value:	Contract Start date:	Contract End date:	A		A		A		A		A		3	
				B		B		B		B		B		4	
				C		C		C		C		C			
	Description of the Project:			D		D		D		D		D		5	
				E		E		E		E		E			
				F		F		F		F		F			
				Total		Total		Total		Total		Total			
	Description of Methodology used for the Project:														

	Resulting Outcomes from the Project:

NOTE: The model is made for five team members. If you want to add more, please add a second page and continue with the following members.

Definitions for Role category:

PM = Project Management experience

A = Experience conducting contract and contractual terms and conditions analysis using automated software, this component refers to the technical component of running a contract analysis using a specific software.

B = Contract knowledge and expertise

C = Research skills, such as conducting literature, document and database reviews

D = Analytical skills and experience, related to collecting, integrating, summarizing and interpreting qualitative and quantitative data from different sources and collected through different methods

E = Experience developing and conducting key stakeholder interviews/consultations

F = Experience writing project reports

Definitions for Work Language category

EN = Team member has the ability to work in English

FR = Team member has the ability to work in French

BI = Team member is bilingual and has the ability to work in both French and English

Annex C
Request for Information Questions

Technology

Question 1

Please describe the automated software that your firm would use to carry out the electronic analysis of contractual terms and conditions contained in roughly 7,000 to 10,000 contracts and related contractual documents?

- Is this patented technology?
- Is this technology commercially available? If yes, how many years has it been on the market and which version of the product is going to be used to conduct the analysis? Is this automated software a combination of more than one product, if yes, which ones?
- Can the automated software used for the contract analysis review contractual terms and conditions written in both of Canada's official languages? Some documents will be provided in Canadian French, some in English and some will be bilingual meaning the content will be written in French and English.
- Assuming we have documents of 50 pages containing 100 terms and conditions, approximately how many documents, on average, can your technology review per hour?
- Will the automated software need to be customized for every project? If so, who would be responsible for this customization and what would be the estimated timeline?
- If the Project Authority is providing a repository of clauses where most of the clauses in the contracts originate from, will this diminish the response time? Is there other information that the Project Authority could provide that could help speed up the process?

Question 2
Has this automated software been used to undertake similar reviews of contracts and contractual terms and conditions of this magnitude? If so, please describe specific projects that have used this tool to review:

- large volumes of contracts (over 2,000) ranging in length and content size;
- different contract types (e.g., goods, services, construction); and
- other approaches to assess contracts and contract clauses.

Please include client references and the scope of deliverables for each project described.

Question 3
Would the automated software be able to generate results in a format that can be manipulated by the Project Authority for further analysis, for instance an Excel data file?

Benchmarking and Industry Standards

Question 4
Part of the requirement in the draft Statement of Work is to determine if Canada's contracts and contractual terms and conditions reflect modern contracting practices and assess how they compare to industry standards. Based on your firm's expertise, please describe what constitutes modern contracting practices and industry standards? Which industry standards would be the most relevant for conducting the type of analysis described in the draft Statement of Work? Is there a difference between the public and private sector? If so, how?

Question 5
Please describe what your firm will take into consideration when undertaking a comparison of Canada's contracts, contractual terms and conditions, and related procurement practices with that of other public sector organizations? In answering this question, please explain:

- Your recommended approach/methodology;

- If you would use technology to undertake this analysis; and
- What countries would you recommend Canada's contracts be compared against and why?
- Would you engage/consult with other countries, if so how would it be done?

Question 6
Please describe your firm's experience and expertise in providing similar work to the one described in the draft Statement of Work for foreign countries, specifically from countries part of the Commonwealth as well as the United States. Please identify which international government and industry standards were applied to determine the applicable terms and conditions? What were the determining factors? Please provide foreign client references and the scope of the deliverables that were produced.

Resource Requirements

Question 7
Does your firm have the ability to provide the services described in the draft Statement of Work in both Canadian official languages, French and English? If not, what services could you provide in both official languages?

Question 8
Please describe the estimated number of resources, the types of resources and the level of effort required by your firm to provide the deliverables? Is the timeframe associated with the draft Statement of Work feasible? What would be the determining factors?

Question 9
Would your firm be required to engage with a sub-contractor? If yes, for which portion of the work? Please identify potential sub-contractor?

General Questions

Question 10
Is the scope of work described in the draft Statement of Work well described and understood? Are there any other determining factors that Canada should take into consideration that are missing from the draft Statement of Work?

Question 11
What additional information, if any, is required in a final bid solicitation in order for your firm to fully understand the requirements and operational needs? Are there any mandatory requirements that would prevent your firm from submitting a proposal?

Question 12
Are there any lessons learned from previous contracts involving similar deliverables that your firm would like to provide to Canada for consideration?

Question 13
Does your firm have any additional comments, feedback or suggestions that the Project Authority should consider in order to achieve the objectives described in the Statement of Work?

Question 14
Does your firm have a security clearance to work with the Government of Canada, including safeguarding capability? If yes, what level of security clearance does your firm have? If your firm is a foreign firm, please confirm that your firm is from a country where there is an existing bilateral industrial security agreement with Canada that stipulates security equivalencies.