



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

INNOVATION, SCIENCE AND ECONOMIC DEVELOPMENT CANADA/INNOVATION SCIENCES ET DEVELOPPMENT ECONOMIQUE CANADA
CHIEF INFORMATICS OFFICE/BUREAU PRINCIPAL DE L'INFORMATIQUE
OTTAWA, ONTARIO K1A 0H5
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325C

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Innovation, Science and Economic Development Canada

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

Proposition à: Innovation, sciences et développement économique Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toutes feuilles ci-annexées, au(x) prix indiqué(s)

Comments – Commentaires

This document contains a Security Requirement

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

Issuing Office – Bureau de distribution

Innovation, Science and Economic Development Canada / Innovation, sciences et développement économique Canada
Chief Information Office/Bureau principal de l'information
235 Queen, Ottawa, Ontario
K1A 0H5

Title – Titre SBIPS – Legacy Support and Transition Domain – ITM Design Extraction CIO / Business Services Branch (BSB)	
Solicitation No. – N° de l'invitation IC401672	Date March 14, 2017
Client Reference No. – N° de référence du client	
GETS Reference No. – N° de reference de SEAG 938-5/160701EW	
File No. – N° du dossier	CCC No. / N° CCC - FMS No. /N° VME
Solicitation Closes – L'invitation prend fin at – à : 2 :00 p.m. on – le : April 03, 2017	Time Zone Fuseau horaire Eastern Daylight Time (EDT.)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Melyssa Zawadka	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 343-291-3848	FAX No. – N° du télécopieur / E-mail – courriel Melyssa.zawadka@canada.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

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



SBIPS REQUEST FOR PROPOSAL (RFP) MODEL BID SOLICITATION AND RESULTING CONTRACT CLAUSES

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

To the extent possible, these Articles are written as they will appear in any future SBIPS 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 SBIPS. 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.

This Request for Proposal (RFP) is issued to solicit bids from pre-qualified suppliers holding a valid Solutions-Based Informatics Professional Services Supply Arrangement (SBIPS SA) issued pursuant to the Request for Supply Arrangement (RFSA) solicitation No. EN537-05IT01.

Unless otherwise specified in this document, all terms and conditions of the SBIPS SA apply and will be incorporated into this SBIPS SA RFP and any resulting contract by reference.

There is currently one or more Contractors performing some of the services described in this RFP.
 No Contractor is presently performing these services.

Specific terms of this SBIPS SA RFP are as follows:

A. Project Summary

This SBIPS SA RFP is being competed under Tier 1 for Innovation, Science and Economic Development Canada (ISED) in the National Capital (NCR) region.

This SBIPS SA RFP is a requirement involving the following SBIPS Stream of Expertise:

7. Legacy Support and Transition

B. Potential Bidders

ALL qualified Tier 1 SBIPS SA Holders in the NCR region have been invited to bid on this requirement.



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3** Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Security 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 Security Requirements Checklist, the Bid Submission Form, the Task Authorization form, and the Federal Contractors Program for Employment Equity Certification form.

1.2 Summary

- 1.2.1. This bid solicitation is being issued to satisfy the requirement of Innovation, Science and Economic Development Canada (the "**Client(s)**") for Solutions-based Informatics Professional Services (SBIPS) under the SBIPS Supply Arrangement (SA) method of supply.
- 1.2.2. It is intended to result in the award of 1 contract, which begins on the date the Contract is awarded and ends June 30th, 2019.
- 1.2.3. There are security requirements associated with this requirement. For additional information, consult Part 6 – Security Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- 1.2.4. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).
- 1.2.5. The requirement is subject to a preference for Canadian services.
- 1.2.6 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex "(G)" titled [Federal Contractors Program for Employment Equity - Certification](#)

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

*Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

- a. 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(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

- (a) Unless specified otherwise in the RFP, bids must be received by Contract Authority by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **no later than 2:00 p.m. EDT on Tuesday, March 28th, 2017. Enquiries received after that time may not be answered.**

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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



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

2.5 Improvement of Requirement During Solicitation Period

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

2.6 Basis for Canada's Ownership of Intellectual Property

The Department of Innovation, Science and Economic Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [*Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*](#):

- the main purpose of the Contract, or of the deliverables contracted for, is to deliver a not-yet fully developed component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for the purposes of Commercial Exploitation.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 electronic copy);
- Section II: Financial Bid (1 electronic copy);
- Section III: Certifications (1 electronic copy); and
- Section IV: Additional Information (1 electronic copy).

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.1A - Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- a) **Bid Submission Form:** Unless specified otherwise in the RFP, Bidders are requested to include the completed Bid Submission Form 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.
- b) **Security Requirements:** As required by Part 6 of the bid solicitation.
- c) **Résumés for Proposed Resources:** Unless specified otherwise in the RFP, the technical bid must include résumés for the resources identified in the bid solicitation that 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 résumés and resources:

- (i) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work. (Refer to Part 5, Certifications). For educational requirements for a particular degree, designation or certificate, the Contracting Authority will only consider educational programs that were successfully completed by the resource by the time of bid closing.
- (ii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
- (iii) For work experience, the Contracting Authority will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
- (iv) For any requirements that specify a particular time period (e.g., 2 years) of work experience, the Contract Authority will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date).
- (v) For work experience to be considered by the Contracting Authority 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. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (vi) **Customer Reference Contract Information:** The Bidder must provide customer references who must confirm, when requested by Canada, the facts identified in the Bidder's proposal. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

3.1B - Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Table detailed in Annex "(C)" - Basis of Payment. The total amount of Applicable Taxes must be shown separately.

- a) **Pricing:** The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Prices must be firm prices.
- b) **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 years. 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.
- c) **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.

3.1C - Section III: Certifications

Bidders must submit the certifications required under Part 5.



3.1D - Section IV: Additional Information

a) **Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures**

As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- b) The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security and Other Requirements.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (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 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
 - (iii) **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 for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) **Point Rated Technical Criteria:** Where Point-Rated Technical Criteria are specified in the RFP, 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. Point-rated evaluation criteria and/or evaluation processes are described in the RFP.
- (c) Mandatory and point rated technical evaluation criteria are included in Annex "(B)" - Evaluation Criteria.
- (d) **Resource Qualifications:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the bid solicitation. Canada may request proof of successful completion of formal training, as well as reference information. The Contracting Authority reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided. For each customer reference, the Bidder **must** provide the name, telephone number and e-mail address (unless this individual does not have an e-mail address) for a contact person. The title of each person is requested but not required. 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.
- (e) **Reference Checks:** If reference checks are conducted by Canada, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. Canada will not award any points unless the response is received within 5 working days. 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. Points will only be allocated if the reference customer is an outside client of the Bidder itself and not that of an affiliate (for example, the outside client cannot be the customer of an affiliate of the Bidder.) Points will not be allocated if the



outside client is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

4.3 Financial Evaluation

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables in Annex "(C)" – Basis of Payment, completed by the bidders. The Bidder must provide firm, all inclusive, rates for the solution and if applicable, firm, all inclusive per diem rates for personnel being proposed in accordance with the bid solicitation, which may include an initial contract period and option periods.

4.3.1 Mandatory Financial Criteria

- (a) **Formulae in Pricing Table:** 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.
- (b) **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:
 - (i) 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);
 - (ii) 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;
 - (iii) 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
 - (iv) 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 10% 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

4.4.1 Highest Combined Rating of Technical Merit (80%) and Price (20%)

4.4.1.1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;



(b) meet all the mandatory evaluation criteria; and

(c) obtain the required minimum number of points specified in Annex “(B)” – Evaluation Criteria.

4.4.1.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.4.1.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.

4.4.1.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.

4.4.1.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.

4.4.1.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.4.1.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

4.4.1.8. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Annex “(B)” – Evaluation Criteria will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available point’s equal 165 and the lowest evaluated price is \$1,000,000 (1,000).

Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)				
Bidder		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		160/165	125/165	130/165
Bid Evaluated Price		C\$1,050,000 *	C\$1,400,000	C\$1,535,000
Calculations	Technical Merit Points	$160/165 \times 80 = 77.57$	$125/165 \times 80 = 60.60$	$130/165 \times 80 = 63.03$
	Price Points	$1,050/1,050 \times 20 = 20.00$	$1,050/1,400 \times 20 = 15.00$	$1,050/1,535 \times 20 = 13.68$
Combined Rating		97.57	75.60	76.71
Overall Rating		1 st	3 rd	2 nd

* represents the lowest evaluated price



4.4.2

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive.
- (b) 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.
- (c) If more than one bidder is ranked first because of identical overall scores, then the bidder with the highest technical score will become the top-ranked bidder.
- (d) Notification of Evaluation Results:
All SA Holders who respond to a SBIPS 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 including total points scored;
 - (iii) Total value of contract awarded;
 - (iv) Number of responses received by the Contracting Authority; and
 - (v) Total points scored of the Bidder (Note: Bidders will only receive their own total points scored and not the score of the other bidders).



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information 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.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

The RFP will specify whether each certification to be submitted is precedent to Contract Award or required within the bid at bid closing.

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Former Public Servant Certification

(a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

(b) Definitions

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

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

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

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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

5.1.3 Professional Services Resources

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



- (b) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- (c) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
- (i) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - (ii) the name, qualifications and experience of a proposed replacement immediately available for work; and
 - (iii) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:
 - (iv) set aside the bid and give it no further consideration; or
 - (v) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid. The proposed substitute must have qualifications and experience that meet or exceed the score obtained for the original resource.
- If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.
- (d) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



PART 6 – SECURITY REQUIREMENTS

6.1 Mandatory at Bid Closing - Security Requirements

- (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 meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (iv) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3.1D - Section IV: Additional Information.
- (b) For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



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 goods and services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes:
- (i) providing professional services, as requested by Canada;
- (b) **Client:** Under the Contract, the "Client" is Innovation, Science and Economic Development Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or 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.
- (e) **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 Task Authorization

- (a) **Purpose of TA:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using the Task Authorization ("TA") process.
- (b) **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a response to the Authority identified in the TA detailing the cost and time to complete the task. The Contractor's response must be based on the rates set out in the Contract. The Contractor will not be paid for providing the response or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within three working days of the request, unless otherwise specified.
- (c) **Approval Process:** If Canada approves the Contractor's task response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (d) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
- (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the number of resources in each category required;
 - (iv) a statement of work for the task outlining the activities to be performed and identifying any deliverables;
 - (v) the duration of the task is to be carried out (start and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-days of effort required;
 - (viii) the specific work location;



- (ix) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (x) any other constraints that might affect the completion of the task.
- (e) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (f) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.
- (g) **Refusal of Task Authorizations:**
Unless specified otherwise in the RFP, the Contractor is required to submit a response to every draft statement of task issued by Canada. Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response to a draft statement of task issued during the Contract Period.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

- (a) **General Conditions:**
2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (b) **Supplemental General Conditions:**
The following Supplemental General Conditions:
- (i) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

7.4 Security Requirement

The following security requirements (SRCL and related clauses) as set out under Annex "(D)", apply and form part of the Contract.

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**, with approved Document safeguarding 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 PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET** as required, granted or approved by the CISD, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval.



After approval has been granted, these tasks may be performed up to the level of **SECRET**, including an IT Link up to the level of **SECRET**.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex "(D)";
 - b. *Industrial Security Manual* (Latest Edition).

7.5 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 June 30th, 2019.

7.6 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Melyssa Zawadka
Title: Contracts & Procurement Officer
Organization: Chief Information Office Sector
Address: 235 Queen Street, Ottawa ON, K1A0H5, room 325C
E-mail address: Melyssa.zawadka@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. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) Contractor's Representative

7.7 Proactive Disclosure of Contracts with Former Public Servants

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



7.8 Payment

(a) Basis of Payment

- (i) **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive milestone deliverable costs set out in Annex "(C)" of this contract), GST/HST 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) **GST/HST:**

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 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. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other 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 are described elsewhere in the Contract.

(b) Limitation of Expenditure

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(c) Method of Payment

- (i) **Task Authorizations/Contract with a Firm Price - Milestone Payments**

For any Task Authorization/Contract issued that includes a schedule of milestone payments to be made once specific portions of the work have been completed and accepted, Canada will make milestone payments in accordance with the schedule of milestones detailed in that Task Authorization/Contract and the payment provisions of the Contract, up to _____% (percentage to be specified in the RFP) of the amount claimed and approved by Canada if:

- (A) an accurate and complete claim for milestone payment using form PWGSC-TPSGC 1111 <http://publiservice.tpsgc-pwgsc.gc.ca/forms/text/index-e.html> and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.



- (B) the total amount for all milestone payments paid by Canada under that Task Authorization/Contract does not exceed 90% percent, or the other percentage specified in the Task Authorization/Contract, of the total amount to be paid;
- (C) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
- (D) all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.

The balance of the amount payable will be paid in accordance with the basis of payment provisions of the Contract following delivery and acceptance of the Work for which milestone payments were made.

(ii) **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

(iii) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.9 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices (other than for any items subject to an advance payment), 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 Contracting Authority or a representative named. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.10 Certifications

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

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario or as indicated in the Bidder's Supply Arrangement.



7.12 Priority of Documents

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

- i. These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- ii. The following Supplemental General Conditions, in the following order:
 - (i) [4007](#) (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
- iii. General Conditions [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services;
- iv. Annex A, Statement of Work;
- v. Annex C, Basis of Payment;
- vi. Annex D, Security Requirements Check List;
- vii. The signed Task Authorizations;
- viii. Supply Arrangement EN537-05IT01/XXX/EI
- ix. the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.13 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.14 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
 - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
 - (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.



- (iii) Each of the Parties is liable for all direct damages resulting from 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's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
 - (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (c) **Third Party Claims:**
- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
 - (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.15 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: **[all the joint venture members named in the Contractor's original bid will be listed]**.
- (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.

7.16 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, 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 an 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, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (B) security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.
- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
 - (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or



- (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Project Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).

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.

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

7.17 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.18 Reporting Requirements

The Contractor must provide the following reports to the Contracting Authority at the following times as specified in Annex "(A)".

7.19 Representations and Warranties

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

7.20 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.



7.21 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.



ANNEX A - STATEMENT OF WORK

1.0 MANDATE

Innovation, Science and Economic Development Canada's mandate is to help make Canadian industry more productive and competitive in the global economy, thus improving the economic and social well-being of Canadians.

The many and varied activities Innovation, Science and Economic Development Canada carries out to deliver on its mandate are organized around three interdependent and mutually reinforcing strategic outcomes, each linked to a separate key strategy. The key strategies are:

- Advancing the marketplace;
- Fostering the knowledge-based economy; and
- Supporting business.

2.0 PROJECT OVERVIEW

Legacy modernization or its conversion to modern technologies and COTS platforms is the key objective of the IT Modernization program.

The CIPO Modernized IP Case and Workflow Solution for Trademarks, Patents and Copyright and Industrial Design will modernize CIPO's Trademarks, Patents, Copyright, Industrial Design (National or Hague System) International, National and Correspondence generation solutions by developing end to end IP transaction capabilities that will improve business processes and support ongoing regulatory and business changes. The new solution for international and national processing will interface with existing services and sub-systems and with the solutions that will be deployed as part of the Trademarks, Patents E-filing, CIPO Document Access System, Integrated Financial Services, Client Relationship Management and CIPO Enterprise Content Management projects. This solution will enable CIPO to:

- Upgrade Trademark's, Patents and Copyright/Industrial Design (CID) operational systems with state of the art technology;
- Improve traceability of IP transaction/events in support of Business Intelligence processes;
- Ease of workflow configuration to increase business agility to facilitate process improvements;
- Improve tools for employees to do their work more easily and efficiently in order to meet the increasing pressure and demands of their daily workload; and
- Realize considerable savings by not having to maintain and improve Trademarks', Patents and CID legacy system and specialized contractors.

3.0 PROJECT REQUIREMENT

The ITM program has a requirement for a supplier to extract various analysis artifacts out of the current CIPO legacy systems and produce deliverables such as: embedded business rules, code component usage profiling, use cases, metadata schemas, database schemas, etc.

The first phase in this process will be the current state analysis or study of the existing legacy systems exploring the business rules supported in these systems that will require hosting in the targeted state of the ITM transformation initiatives.

This will be followed by a second phase producing of a data model for the existing system and a subsequent third phase for the development of UML and BPMN diagrams and artefacts.

In the absence of system documentation, requirement specifications and system SMEs for many of these legacy systems, the ITM team will rely on a service provider to deliver manual and tool based analysis of legacy code to generate the required legacy system deliverables.



Once all of extractions have been completed, these deliverables will enable the validation of the future state requirement and enable the technical planning of the transition of the relevant business logic onto new platforms in the targeted state of the CIPO IT Modernization program.

In support of this initiative, there will be consideration given to additional consulting services to support the completion on the project.

3.1 Project Costs

The initial contract period will not exceed \$1,695,000.00 exclusive of HST/GST. The total value of this contract including option periods will not exceed \$2,000,000.00 inclusive of HST/GST.

4.0 SCOPE OF WORK

4.1 Phased Approach

The following summarizes the three phases required to complete the required Business Rules Extraction.

The delivery of the required milestone deliverables is anticipated to, but not limited to, the following phases:

Phase 1: Current State Analysis

This initial phase will establish a benchmark for each of the identified applications. The vendor is expected to outline analyze the specified application, determine completeness, identify missing components and confirm the scope metrics that will form the basis of payment for the remaining phases.

Requirements for this phase include:

- Delivery of a current state metric assessment based on the application's programming language code, along with any embedded comments;
- Identification of any missing components;
- Consultations with key stakeholders; and,
- A quality assurance review of the assessment from recognized legacy transformation specialists.

Phase 2: Production of Data Models

This second phase will include all activities required to produce a data model for the legacy application including all data elements used throughout the application. The vendor is expected to produce an "entity relationship model", depicting the data in terms of the entities and relationships of the application.

In order to facilitate the integration of the extracted information into the corporate metadata repository to further expand the required metadata regarding the department's information holdings, all data models are expected to be in the ISED approved format for data models – ER/Studio Data Architect.

Phase 3: UML and BPMN diagrams

The expected deliverable(s) for this phase is to produce comprehensive business and technical diagrams to describe each application's processes. The following diagrams should be produced using UML 2.0+ and BPMN for each of the identified application (milestone deliverables):

- UML Sequence Diagrams;
- UML Activity Diagrams;
- UML Use Case Diagrams;
- UML Class Diagrams;
- UML Interaction Overview Diagram; and
- Business Process Modeling Notation (BPMN);



The successful Bidder will be required to provide deliverables for each of the milestones described in the following sections on an as and when required basis. Each milestone deliverable will be actioned using the Task Authorization (TA) process. Each TA related to a specific milestone will encompass all three phases (as detailed above) for the designated application for which background information is provided as part of this RFP.

At the discretion of ISED, the milestone deliverables may be done concurrently or could be done in any order based on Innovation, Science and Economic Development Canada’s requirements. Any additionally identified business rules extraction and analysis work will be addressed using subsequent Task Authorizations.

The successful Bidder will gather, document and package all recommendations related to the structure and composition of the stated milestone deliverables into their proposed solution along with the professional services requirements.

The contract milestone/deliverables and volumetrics for the ITM legacy applications are identified in the sections below.

4.2 Application Volumetrics

4.2.1 FITT Extraction

Database Metrics

The FITT (Financial Information Transaction Tool) business application houses its data in an Oracle relational database.

Application Metrics

The FITT business application was developed using Java. The high level metrics for the FITT business application are as follows:

Label	Object Count	Lines of Script with Comments	Lines of Script without Comments
Applications	4		
Functions	7036	95847	56536
Windows	425	31762	31762
Menus	5		
UserObjects	1037		
Total	8507		
Structures	390		
Queries	500		

4.2.2 Intrepid for Trademarks

Database Metrics

The Intrepid business application houses its data in an Oracle relational database. The Oracle database is made up of 190 Tables and 2300 columns (fields).

Application Metrics



The Intrepid application was developed using Centura/COBOL/JetForm . The high level metrics for the Intrepid application are as follows:

INTREPID (Centura/Cobol/JetForm)	Statistics for each version
Number of streams (or versions) supported in parallel	4
Number of supported environments	8
Number of Screens	260
Number of lines of code	800,000
Bitmap Images/Icons	218
Number of Forms or sub-Forms	800
Number of Letters (Eng + Fre)	344
Number of Coded Paragraphs	700
Number of Database Tables	190
Number of data elements	2,300
Number of Database Indexes	310
Number of Cube reports	88
Number of User defined reports	67

4.2.3 TechSource for Patent

Database Metrics

The TechSource business application houses its data in an Oracle relational database. The Oracle database is made up of 351 Tables.

Application Metrics

The TechSource application was developed using C++. The high level metrics for the TechSource application are as follows:

TechSource	Statistics for each version
Number of streams (or versions) supported in parallel	5
Number of supported environments	10
Number of lines of code for LOB	10,000,000
Number of lines of (C++) code for 23 interfaces and related applications	817,000
Number of Database Tables	351

4.3 Additional Requirements

In addition to these phases, general consulting services may be required in support of the solution being developed that would include such activities as business case documentation support, and implementation planning activities. These services would also be requested by way of TA's as required if not included in the anticipated phases of activity. The services may include the following resource categories:

- Senior Data Architect



- Senior Data Analyst
- Senior Data Modeller
- Senior Systems Analyst
- Senior Technical Architect
- Senior Developers
 - Java
 - C++
 - Centura
 - Cobol
 - Jetform
- Senior Oracle Database Administrator
- Senior Technical Writer

It is feasible that changes to requirements may be identified and documented once the contract has been awarded and underway. These changes may be as a result of the delivery of milestone findings/deliverables that have not been identified in this Statement of Work. If, as a result of these findings, it is determined that there may be impacts and/or re-alignments that will affect the other milestone deliverables, they will be identified, documented and reviewed by the Supplier and the Project/Technical Authority(ies) and signed approvals must be obtained and signed off by both parties prior to work proceeding.

4.4 Delivery Timeline

The following represents the estimated durations of the phases for each application:

Phase / Task	Target Completion (Weeks after Contract Award)
Phase 1: Current state assessment.	4 Weeks
Phase 2: Production of data models (Entity relationship diagrams)	8 weeks
Phase 3: Production of UML Diagrams representing current state	12 Weeks
Option: Consulting Services	TBD

5.0 REPORTING REQUIREMENTS

The Supplier will provide the following reports to the Project Authority and/or the Technical Authority at the followings times:

5.1 Status Reports

Status reports will be provided to the Project Authority and/or Technical Authority as required/requested:

- the milestone work completed since the last report;
- milestone work planned to be performed during the next reporting period; and
- identification of any potential problems and proposed course of action.

The assigned supplier contract manager must be available to discuss project related activities/status by conference call and/or meetings.

5.2 Timesheets

If Task Authorization (TA) professional service resource requirements are established, timesheets detailing the time spent on each task authorization assignment are to be submitted monthly to the Project Authority.



6.0 LANGUAGE REQUIREMENTS

The successful candidates must be able to communicate effectively in English both orally and in writing.

7.0 DELIVERABLES

All deliverables shall be provided in English and in ISED's standard Microsoft Office 2010 standard formats in both electronic and hard copy (when required).

8.0 CONSTRAINTS

The resource(s) must work within constraints imposed by the department, such as government policies and mandatory procedures, current and proposed related activities, security, sensitivity to other interests, protection of the environment, conservation of resources and other relevant restrictions and work space as required.

9.0 WORK LOCATION

The resource would be available on mutually agreed upon timelines to work offsite or onsite at Innovation, Science and Economic Development Canada in the National Capital Region (only) and for meetings at 235 Queen Street, Ottawa, Ontario.

10.0 TRAVEL

No travel or living expenses will be reimbursed under the contract.



ANNEX B – EVALUATION CRITERIA

SBIPS – Tier 1 Domain 7 – Legacy Support and Transition

MANDATORY EVALUATION CRITERIA

The technical evaluation mandatory criteria have been divided into eight (8) major areas of evaluation.

Note: Listing corporate or professional experience without providing any supporting details describing when, where and how such experience was obtained will cause the proposal to be considered non-compliant by the SBIPS evaluation team. All corporate and professional experience and corporate and project references must be fully documented and substantiated in the proposal.

Mandatory Criteria Item #	Description	Compliant / Non-Compliant
CORPORATE PROFILE		
M1	<p>The Bidder(s) must demonstrate that the firm has been in business for a minimum of ten (10) years and has provided Information Management/Information Technology (IM/IT) services in the public and/or private sector.</p> <p>The Bidder(s) must provide a corporate profile and information to assist the evaluation team in determining compliance.</p> <p>The corporate profile and information must include the legal name of the Bidder(s) and include the following information:</p> <ul style="list-style-type: none"> • The primary activities of the company; • Company overview; • Brief description of the company size; • Corporate structure; • Legacy support and transition practice; • Number of years in business; • Number of employees; and • List of major clients. 	
CORPORATE REFERENCES		
M2	<p>The Bidder must demonstrate its experience with a minimum of four (4) projects within the last five (5) years where the firm has successfully completed and delivered medium or large legacy support and transition projects.</p> <p>Definition:</p> <p>Legacy: Information system which has been superseded or decommissioned for current business processes.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Each corporate reference cited must be from a distinct, individual and separate private or public sector company/organization. 	



Mandatory Criteria Item #	Description	Compliant / Non-Compliant
	<ul style="list-style-type: none"> • Each corporate reference cited must have a minimum duration of six (6) months. <p>For each cited corporate reference, Bidders must submit client reference sheets with their proposal. Each client reference sheet must provide the following information:</p> <ul style="list-style-type: none"> • Project name; • Client organization; • Project duration; • Project dollar (\$) value; • A description of the work conducted; • The business rules extraction methodology used; • The rules recovery project management plan; • A list of issues/risks that were identified during the project lifecycle; and • The name, title, current phone number and the current email address of the Client Authority or Technical Authority who will confirm the Bidder's claims. <ul style="list-style-type: none"> ○ The named individual identified as a client contact for the cited assessment MUST be a resource affiliated with the identified client organization to which the work was delivered, and <u>not</u> a member or affiliate of the Bidder's organization or Joint Venture Partner organization, or of a sub-Contractor of the Bidder. 	
PROJECT MANAGEMENT PLAN		
M3	<p>The Bidder must demonstrate its experience with a minimum of four (4) projects within the last five (5) years where the firm can demonstrate that they have developed a business rules recovery project plan that clearly identifies the following:</p> <ul style="list-style-type: none"> • Structure of the Bidder's proposed project team; • Project schedule; and • A work breakdown structure that clearly identifies the following: <ul style="list-style-type: none"> Phases; Tasks/Activities; and Milestones /Deliverables. • Potential problems and challenges; • Demonstrate that the proposed solution will be consistently repeatable across additional applications; and • The vendor must clearly articulate how it would ensure repeatability and consistency. 	
CORPORATE CAPABILITY		
M4	<p>The Bidder must demonstrate its experience with a minimum of four (4) legacy transition projects within the last five (5) years where the firm can demonstrate its expertise/capability with the following:</p> <ul style="list-style-type: none"> a. database tools; 	



Mandatory Criteria Item #	Description	Compliant / Non-Compliant
	<p>b. documenting legacy databases; c. producing schemas; and d. metadata extraction from various technologies including technologies that may no longer be supported by the vendor.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Each project reference cited must be from an individual and separate private or public sector company/organization. • Each project reference cited must have a minimum duration of six (6) months. 	
METHODOLOGY		
M5	<p>The Bidder must demonstrate and outline its experience applying a structured methodology for conducting a business rules extraction from four (4) legacy applications.</p> <p>The Bidder's extraction methodology must demonstrate their methodology for the extraction of the following type of business rules:</p> <ol style="list-style-type: none"> a. Structural b. Operative c. Constraint <p>Definitions:</p> <ul style="list-style-type: none"> • Structural: Rules about how things are organized or structured. • Operative: Rules that govern the conduct of business activity. • Constraint: A condition that limits or controls the actions of the enterprise. <p>Note: Each client reference cited must be from a distinct, individual and separate private or public sector company/organization.</p>	
CONTRACT MANAGEMENT		



Mandatory Criteria Item #	Description	Compliant / Non-Compliant
M6	<p>The Bidder must identify by name and position title its resource that will be designated as the Client Account Manager for Innovation, Science and Economic Development Canada responsible for the resource management and contract management associated with the resulting contract.</p> <p>Note: The Client Account Manager cannot assume the role of the Project Manager in addition to this role.</p> <p>The Bidder must demonstrate that the proposed Client Account Manager has:</p> <ul style="list-style-type: none"> • A minimum of five (5) years professional work experience within the last ten (10) years as a Client Account Manager providing contract management in a public sector environment; and • Two separate (2) business rules extraction references in the public sector environment within the last three (3) years where each contract reference cited is greater than (>) six (6) months and the associated contract value is greater than (>) \$500,000.00. <p>The résumé must demonstrate the proposed resource qualifications and experience in successfully managing projects of a similar size and scope as those required in the Statement of Work.</p> <ul style="list-style-type: none"> • Project budget greater than \$500,000.00 and • Project scope included business rules extraction within the public sector. 	
PROFESSIONAL RESOURCES		
M7	<p>The Bidder must identify by name the resource that will be designated as the Project Manager responsible for the project management associated with the resulting contract.</p> <p>The Bidder must demonstrate that the proposed Project Manager has:</p> <ul style="list-style-type: none"> • Eight (8) years professional work experience within the last twelve (12) years demonstrated project management services in a private and/or public sector environment; and • The proposed resource must have demonstrated experience on a minimum of one (1) business rules extraction project within the private or public sector. <p>The résumé must demonstrate the proposed resource qualifications and experience in project management as required in Annex A - Statement of Work.</p> <ul style="list-style-type: none"> • Project budget greater than \$500,000.00 and • Project scope included business rules extraction projects within the public or private sector. 	
M8	<p>The Bidder must identify by name the resource that will be designated as the Data Architect responsible for the data</p>	



Mandatory Criteria Item #	Description	Compliant / Non-Compliant
	<p>architecture associated with the resulting contract.</p> <p>The Bidder must demonstrate that the proposed Solution Architect has:</p> <ul style="list-style-type: none"> • Eight (8) years professional work experience within the last twelve (12) years demonstrated project applications architecture services in a public or private sector environment; and • The proposed resource must have demonstrated experience on a minimum of one (1) business rules extraction project within the private or public sector. 	
<p>M9</p>	<p>The Bidder must identify by name the resource that will be designated as the Technical Architect responsible for the technical architecture associated with the resulting contract.</p> <p>The Bidder must demonstrate that the proposed Project Manager has:</p> <ul style="list-style-type: none"> • Eight (8) years professional work experience within the last twelve (12) years demonstrated project technical architecture services in a public or private sector environment. 	
<p>M10</p>	<p>The Bidder must identify by name the resource that will be designated as the Systems Analyst responsible for the systems analysis associated with the resulting contract.</p> <p>The Bidder must demonstrate that the proposed Project Manager has:</p> <ul style="list-style-type: none"> • Five (5) years professional work experience within the last ten (10) years demonstrated systems analysis services in a public or private sector environment. 	
<p>M11</p>	<p>The Bidder must identify by name the resource that will be designated as the Data Analyst responsible for the data analysis associated with the resulting contract.</p> <p>The Bidder must demonstrate that the proposed Project Manager has:</p> <ul style="list-style-type: none"> • Five (5) years professional work experience within the last ten (10) years demonstrated data analysis services in a public or private sector environment. 	
<p>M12</p>	<p>The Bidder must identify by name the resource that will be designated as the Data Modeller responsible for the data models associated with the resulting contract.</p> <p>The Bidder must demonstrate that the proposed Project Manager has:</p> <ul style="list-style-type: none"> • Five (5) years professional work experience within the last ten (10) years demonstrated data modelling services in a public or private sector environment. 	



POINT RATED EVALUATION CRITERIA

The technical evaluation point-rated criteria have been divided into two (2) major areas of evaluation. Each section has a minimum pass mark out of the total point score for that section. In addition, a rating value percentage has been assigned to each of the technical evaluation sections to outline the overall value of the technical proposal (80% Technical Proposal / 20% Financial Proposal).

Areas of Evaluation	Minimum Pass Mark	Total Points	Rating Value	Score
Table 1				
Corporate Profile	6 points	10 points	10%	
Corporate References	50 points	75 points	25%	
Corporate Methodology	24 points	40 points	30%	
Project Management Plan	6 points	10 points	25%	
Table 2				
Professional Resources	18 points	30 points	10%	
Total	104 points	165 points	100%	
Technical Proposal Score: Total score x 80%				
Evaluation Methodology: Highest Combined Rating				
Technical Merit (80%) and Price (20%)				



TABLE 1

Point Rated Criteria Item #	Description	Maximum Points
CORPORATE PROFILE		
PR1	<p>Further to the response provided in response to Mandatory Criteria – M1, Corporate Profile, the Bidder's response will be evaluated to the extent which the criterion is fully and clearly described as per the following criteria:</p> <p>The legal name of the Bidder(s) and include the following information:</p> <ul style="list-style-type: none"> • The legal name of the Bidder(s); • The primary activities of the company; • Company overview; • Brief description of the company size; • Corporate structure; • Legacy support and transition practice; • Number of years in business; • Number of employees; and • List of major clients <p>The Bidder's response will be awarded points as follows:</p> <p><u>RATING SCALE</u></p> <p>10 points = Thoroughly described with complete details and no omissions; or 8 points = Reasonably described with a good level of detail and minimal omissions; or 6 points = Described with some details and some omissions; or 2 points = Poorly described with limited detail and/or several omissions; or 0 points = Not described.</p>	10 points
A minimum pass mark of 6 is required		10 points
CORPORATE REFERENCES		
PR2	<p>The Bidder should demonstrate that the organization has completed additional medium or large legacy support and transition projects for its clients over and above the four (4) project references provided for M2. The following information must be included:</p> <ul style="list-style-type: none"> • Project name; • Client organization; • Project duration; • Project dollar (\$) value; • A description of the work conducted; • The name, title, current phone number and the current email address of the Client Authority or Technical Authority who will confirm the Bidder's claims. <ul style="list-style-type: none"> ○ The named individual identified as a client contact for the cited assessment MUST be a resource affiliated with the identified 	15 points



Point Rated Criteria Item #	Description	Maximum Points
	<p>client organization to which the work was delivered, and <u>not</u> a member or affiliate of the Bidder's organization or Joint Venture Partner organization, or of a sub-Contractor of the Bidder.</p> <p><u>RATING SCALE</u></p> <p>3 projects = 15 points 2 projects = 10 points 1 project = 5 points</p> <p>Note: All of the cited projects must have been completed before the bid closing date.</p> <p>Definitions:</p> <ul style="list-style-type: none"> • Medium Project: \$500,000 to \$1,000,000 total project cost and having duration of not less than 6 months. • Large Project: Greater than \$1,000,000 total project cost and having duration of not less than 6 months. 	
<p>PR3</p>	<p>Further to the response provided in response to PR2, - completed and delivered a business rules extraction from legacy projects, the Bidder's references will be evaluated against the following criteria for each of the three (3) additional reference projects.</p> <ul style="list-style-type: none"> • The business rules extraction methodology used; • The rules recovery project management plan; • A list of issues/risks that were identified during the project lifecycle; and • The name, title, current phone number and the current email address of the Client Authority or Technical Authority who will confirm the Bidder's claims. <ul style="list-style-type: none"> ○ The named individual identified as a client contact for the cited assessment MUST be a resource affiliated with the identified client organization to which the work was delivered, and <u>not</u> a member or affiliate of the Bidder's organization or Joint Venture Partner organization, or of a sub-Contractor of the Bidder. <p><u>RATING SCALE</u></p> <p>Government of Canada (GoC) Projects</p> <ul style="list-style-type: none"> • For each GoC project cited = 5 points per project • Delivery of GoC project within the last 24 months = 5 points per project <p>Maximum = 30 points</p> <p>Data Extraction Project Deliverables One (1) up to a maximum of three (3) projects:</p> <ul style="list-style-type: none"> • Business rules extraction = 5 points per project <p>Maximum = 15 points</p> <p>Final Deliverables/Results</p> <ul style="list-style-type: none"> • Successful application of the Bidder's business rules extraction methodology for all 3 projects referenced = 5 points per project <p>Maximum = 15 points</p>	<p>60 points</p>



Point Rated Criteria Item #	Description	Maximum Points
A minimum pass mark of 50 is required		75 points
CORPORATE METHODOLOGY		
PR4	<p>Further to the response provided in response to Mandatory Criteria – M4, applying the same structured methodology for conducting business rules extraction. Each of the four (4) client project references will be evaluated according to the following assessment criteria.</p> <ul style="list-style-type: none"> • Utilization of a well-documented business rules extraction approach and methodology which include but is not limited to the following: <ul style="list-style-type: none"> ○ Current state analysis process; ○ Production of data models delivered; and ○ UML and BPMN diagrams delivered. <p>The Bidder's response will be awarded points as follows:</p> <p style="text-align: center;"><u>RATING SCALE BY REFERENCE PROJECT</u></p> <p>10 points = Excellent and in-depth and specific explanation on how the bidder will meet this requirement. The approach and methodology are structured, coherent, and all necessary details are provided. No deficiencies exist. The bidder demonstrates an understanding of the objective and expected outcomes of this requirement. The bidder demonstrates its capability to fully meet all elements of the requirement;</p> <p style="text-align: center;">or</p> <p>8 points = Good explanation of how the bidder will meet this requirement. The approach and methodology are structured and coherent and most of the necessary details are provided; minor deficiencies exist with objective and expected outcomes of this requirement. The bidder demonstrates the capability to adequately meet all elements of the requirement;</p> <p style="text-align: center;">or</p> <p>6 points = Acceptable and adequate explanation of how the bidder will meet this requirement. The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not clearly addressed. The bidder demonstrates the minimum acceptable capability to meet most elements;</p> <p style="text-align: center;">or</p> <p>4 points = Poor explanation of how the bidder will meet this requirement. The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objective and expected outcomes of this requirement. Some major elements were not clearly addressed. The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement;</p>	40 points



Point Rated Criteria Item #	Description	Maximum Points
	<p>or</p> <p>2 points = Incomplete or limited explanation of how the bidder will meet this requirement. The approach and methodology lack structure and coherence. Very few details are provided and some elements were not clearly addressed; major deficiencies exist with objective and expected outcomes of this requirement. The bidder does not demonstrate the minimum capability to meet any of the elements of the requirement;</p> <p>or</p> <p>0 points = Unsatisfactory: No details provided. No approach or methodology.</p>	
A minimum pass mark of 24 is required		40 points
PROJECT MANAGEMENT PLAN		
<p>PR5</p>	<p>Further to the response provided in response to Mandatory Criteria – M3, Project Management Plan (PMP), the Bidder’s response will be evaluated to the extent which the project management plan is fully and clearly described as per the following criteria:</p> <ul style="list-style-type: none"> • Executive Summary • Project Overview • Assumptions and constraints; • Scope/Objectives; • Project organization; • Roles and responsibilities • Project execution; • Schedule and time management; <ul style="list-style-type: none"> ○ Milestones ○ Project schedule dependencies • Quality management; • Resource management; • Communications management; • Change management; • Risk management; and • Issue management; <p>The Bidder’s response will be awarded points as follows:</p> <p><u>RATING SCALE</u></p> <p>10 points = Excellent and in-depth and specific explanation on how the bidder will meet this requirement. The approach and methodology are structured, coherent, and all necessary details are provided. No deficiencies exist. The bidder demonstrates an understanding of the objective and expected outcomes of this requirement. The bidder demonstrates its capability to fully meet all elements of the requirement;</p> <p>or</p>	10 points



Point Rated Criteria Item #	Description	Maximum Points
	<p>8 points = Good explanation of how the bidder will meet this requirement. The approach and methodology are structured and coherent and most of the necessary details are provided; minor deficiencies exist with objective and expected outcomes of this requirement. The bidder demonstrates the capability to adequately meet all elements of the requirement;</p> <p>or</p> <p>6 points = Acceptable and adequate explanation of how the bidder will meet this requirement. The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not clearly addressed. The bidder demonstrates the minimum acceptable capability to meet most elements;</p> <p>or</p> <p>4 points = Poor explanation of how the bidder will meet this requirement. The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objective and expected outcomes of this requirement. Some major elements were not clearly addressed. The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement;</p> <p>or</p> <p>2 points = Incomplete or limited explanation of how the bidder will meet this requirement. The approach and methodology lack structure and coherence. Very few details are provided and some elements were not clearly addressed; major deficiencies exist with objective and expected outcomes of this requirement. The bidder does not demonstrate the minimum capability to meet any of the elements of the requirement;</p> <p>or</p> <p>0 points = Unsatisfactory: No details provided. No approach or methodology.</p>	
A minimum pass mark of 6 is required		10 points



TABLE 2

Point Rated Criteria Item #	Description	Maximum Points
PROFESSIONAL RESOURCES		
PR6	<p>Further to the response provided in response to Mandatory Criteria – M7, the Project Manager will be rated to following scale.</p> <p><u>RATING SCALES</u></p> <p><u>Years Of Experience as a Project Manager</u> >11 years = 5 points >10 years up to 11 years = 4 points >9 years up to 10 years = 3 points >8 years up to 9 years = 2 points ≤8 years = 0 points</p>	5 points
PR7	<p>Further to the response provided in response to Mandatory Criteria – M8, the Data Architect will be rated to following scales.</p> <p><u>RATING SCALES</u></p> <p><u>Years Of Experience as a Data Architect</u> >11 years = 5 points >10 years up to 11 years = 4 points >9 years up to 10 years = 3 points >8 years up to 9 years = 2 points ≤8 years = 0 points</p>	5 points
PR8	<p>Further to the response provided in response to Mandatory Criteria – M9, the Technical Architect will be rated to following scale.</p> <p><u>RATING SCALES</u></p> <p><u>Years Of Experience as a Technical Architect</u> >11 years = 5 points >10 years up to 11 years = 4 points >9 years up to 10 years = 3 points >8 years up to 9 years = 2 points ≤8 years = 0 points</p>	5 points
PR9	<p>Further to the response provided in response to Mandatory Criteria – M10, the Systems Analyst will be rated to following scale.</p> <p><u>RATING SCALES</u></p> <p><u>Years Of Experience as a Systems Analyst</u> >8 years = 5 points >7 years up to 8 years = 4 points >6 years up to 7 years = 3 points >5 years up to 6 years = 2 points ≤5 years = 0 points</p>	5 points



<p>PR10</p>	<p>Further to the response provided in response to Mandatory Criteria – M11, the Data Analyst will be rated to following scale.</p> <p><u>RATING SCALES</u></p> <p><u>Years Of Experience as a Data Analyst</u> >8 years = 5 points >7 years up to 8 years = 4 points >6 years up to 7 years = 3 points >5 years up to 6 years = 2 points ≤5 years = 0 points</p>	<p>5 points</p>
<p>PR11</p>	<p>Further to the response provided in response to Mandatory Criteria – M12, the Data Modeller will be rated to following scale.</p> <p><u>RATING SCALES</u></p> <p><u>Years Of Experience as a Data Modeller</u> >8 years = 5 points >7 years up to 8 years = 4 points >6 years up to 7 years = 3 points >5 years up to 6 years = 2 points ≤5 years = 0 points</p>	<p>5 points</p>
<p>A minimum pass mark of 18 is required</p>		<p>30 points</p>



ANNEX C - BASIS OF PAYMENT

The financial evaluation tables have been divided into three (3) major areas of evaluation. A rating value percentage has been assigned to each table to outline the overall value of the financial proposal. The Financial proposal has been assigned **20%** of the overall score (80% Technical Proposal / 20% Financial Proposal)

Note: The total value of this contract will not exceed \$1,695,000.00, exclusive of HST/GST.

FINANCIAL PROPOSAL	Costs	Rating Value	Score
Table 1 – Milestone Costs	\$	90%	
Table 2 – Professional Services Costs	\$	10%	
Sub-total	\$	100%	
Financial Proposal Score: Total score x 20%			
Evaluation Methodology: Highest Combined Rating			
Technical Merit (80%) and Price (20%)			



TABLE 1

MILESTONE DELIVERABLES COSTS FOR THE CONTRACT PERIOD		
Milestone Number	Description	COST * Initial Contract Period (Contract award to June 30, 2019)
1	FITT Application	
1a	Current state analysis	\$
1b	Production of data models	\$
1c	UML & BPMN diagrams	\$
MILESTONE 1 - SUB-TOTAL		\$
2	Intrepid for Trademarks Application	
2a	Current state analysis	\$
2b	Production of data model	\$
2c	UML & BPMN diagrams	\$
MILESTONE 2 - SUB-TOTAL		\$
3	TechSource for Patents Application	
3a	Current state analysis	\$
3b	Production of data model	\$
3c	UML & BPMN diagrams	\$
MILESTONE 3 - SUB-TOTAL		\$
TOTAL MILESTONE COSTS		\$



TABLE 2

PROFESSIONAL SERVICES COSTS FOR THE CONTRACT PERIOD		
RESOURCE CATEGORY		FIRM PER DIEM RATE Contract Period (Contract award to June 30, 2019)
1	Project Manager	\$
2	Data Architect	\$
3	Technical Architect	\$
4	System Analyst	\$
5	Data Analyst	\$
6	Data Modeller	\$
7	Developer - Java	\$
8	Developer - C++	\$
9	Developer - Centura	\$
10	Developer - Cobol	\$
11	Developer - Jetform	\$
12	Oracle Database Administrator	\$
13	Technical Writer	\$
RESOURCE TOTAL COSTS		\$



ANNEX D - SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
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		2. Branch or Directorate / Direction générale ou Direction
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		
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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" 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"/>

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

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	X	X			X											
IT Media / Support TI	X	X			X											
IT Link / Lien électronique	X	X			X											

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Pierre Laurendeau-Fitzpatrick	Security in Contracting Officer	<i>Pierre L.F.</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
343-291-1894		pierre.laurendeau-fitzpatrick@canada.ca	01/03/2017
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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ANNEX E – BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
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> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. <i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i>	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)	
<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>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 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 a joint venture bidder, this information must be provided for each member of the joint venture.</p>	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;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR	
	(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>Security Clearance Level of Bidder's Individual Resources (<i>add additional resources on another page, if required</i>)</p>		
i. Name of Individual as it appears on security clearance application	i.	
ii. Level of Security clearance obtained and expiry date:	ii.	
iii. Validity period of security clearance obtained	iii.	
iv. Security Screening Certificated and Briefing Form file number	iv.	
v. Date of birth of individual	v.	
vi. Has the individual ever worked in Industry Canada	vi.	
vii. If the individual has a Canada.ca email, please provide.	vii.	
<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> <p>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid</p>		



<p>solicitation;</p> <ol style="list-style-type: none">2. This bid is valid for the period requested in the bid solicitation;3. All the information provided in the bid is complete, true and accurate; and4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
<p>Signature of Authorized Representative of Bidder</p>	<hr/>



ANNEX F – TASK AUTHORIZATION FORM

**AUTHORIZATION OF SERVICES TO BE PERFORMED
ON AN AS-AND-WHEN-REQUESTED BASIS**

Contractor:		Contract No.:	
CAS Commitment No.:		GST Financial Code:	
Task Authorization No.:		Date:	
1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED			
2.0 PERIOD OF SERVICES			
From:		To:	
3.0 SERVICES TO BE PERFORMED FOR: (LOCATION / ADDRESS)			
4.0 AUTHORITIES			
		Responsibility Centre:	
5.0 COST			
Category and Level of Personnel	Per Diem Rate	No. of Days to Perform the Tasks/Work	Total
			\$
		GST/HST	\$
		TOTAL	\$
<p>You are requested 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 services listed herein and on any attached sheets at the price set out therefore.</p>			
6.0 SIGNATURES			
Project/Contracting Authority:		Signature:	
<p>Check Either Option (To be filled out by Supplier) <input type="checkbox"/> I accept this task authorization. The proposed contractor is: <input type="checkbox"/> I do not accept this task authorization because _____</p>			
Name of Contractor authorized to sign (type or print):		Title of Contractor authorized to sign (type or print):	Date:
Signature:			



ANNEX G – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

- B1 The Bidder is not a Joint Venture.

OR

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