

Request for Proposal / Demande de Proposition : 10052461 Buyer ID / id de l'acheteur : C12-SSC

RETURN BIDS TO:

RETOURNER LES **SOUMISSIONS À:**

John Hawkins Shared Services Canada / Services partagés Canada 180 Kent Street, 13th Floor / 180 street Kent, 13 eme étage Ottawa, Ontario K1A OP7

REQUEST FOR PROPOSAL -DEMANDE DE PROPOSITION

Proposal To: Shared Services Canada

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

Proposition aux: Services partagés Canada Nous offrons par la présente de vendre à Sa Majesté

la Reine du chef du Canada, aux conditions énoncées Instructions : See Herein

ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction Instructions: Voir aux présentes

énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Comments - Commentaires

This document contains a Security Requirement

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

Issuing Office - Bureau de distribution Shared Services Canada **Procurement Operations** 180 Kent Street Ottawa, Ontario K1A 0P7

Title – Sujet Professional Services - Solutio	n Integra	tion Service	s	
	Solicitation No. – N° de l'invitation		Date April 18, 2017	
Client Reference No. – N° référen 10052461 RAS 16-42895	ce du cli	ent		
GETS Reference No. – N° de refer 10052461	rence de	SEAG		
File No. – N° de dossier	CCC No	o. / N° CCC -	FMS N	lo. / N° VME
Solicitation Closes – L'invitation A May 29, 2017 (con – le	•			Time Zone Fuseau horaire Daylight Saving Time DST
F.O.B F.A.B. Plant-Usine: Destination:	☑ Otl	her-Autre:		
Address Inquiries to : - Adresser John Hawkins	toutes q	uestions à:	Buye	r Id – Id de l'acheteur C12
Telephone No. – N° de téléphone : 613-854-7761			FA	XX No. – N° de FAX
Destination – of Goods, Services Destination – des biens, services 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							
Eggimila No. Nº do tálágonique							
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone							
	ed 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 cara							
Signature	Date						

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BID SOLICITATION

FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS) FOR THE DEPARTMENT OF SHARED SERVICES CANADA

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PART 1 - GENERAL INFORMATION

1.Introduction

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

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

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

2. Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Shared Services Canada (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of up to three contracts, each for three years plus 2 one-year option periods allowing Canada to extend the term of the contracts.
- (c) There is a security requirement associated with this requirement. For additional information, see Part 7 Security, Financial and Other Requirements, and Part 8 Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations Instructions for Bidders" document on the Departmental Standard Procurement Documents (http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/indexeng.html) Website
- (d) Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/E series of Supply Arrangements (SAs) are invited to compete. The TBIPS Supply Arrangement EN578-055605/E is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (e) The following Categories of Personnel are required on an "as and when requested" basis in accordance with Annex "B" of the TBIPS SA:



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TBIPS	TBIPS CATEGORY OF PERSONNEL		Estimated Number of Resources Required per year					
			2017 -18	2018 -19	Opt. Period 1	Opt. Period 2	Total	
1.7	Platform Analyst	3	11	11	11	11	47	
B.6	Business System Analyst	1	7	7	7	7	29	
	Total	4	18	18	18	18	76	

- (f) The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed nondisclosure agreement, and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.
- (g) On July 12, 2012, the Government of Canada invoked the National Security Exception under Canada's domestic and international trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

1.3 Communications Notification

As a courtesy, the Government of Canada requests that successful Bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

1.4 Debriefings

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

1.5 Conflict of Interest - Unfair Advantage

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

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- 3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing.



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By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/achoeng.jsp) Manual issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2014-09-14) Standard Instructions Goods or Services Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5.4 of Standard Instructions Goods or Services Competitive Requirements 2003 is amended as follows:

(i) Delete: sixty (60) days

(ii) Insert: 120 days

2.2 Submission of Bids

- (a) Bids must be submitted only to Shared Services Canada by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Bids transmitted by facsimile to Shared Services Canada will be accepted.

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) A Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.



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Note to Bidders: Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

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 favor 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 Volumetric Data

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

<u>Canada will accept electronic copies (.pdf, MS Word and MS Excel only) of the response e-mailed to:</u>

John Hawkins John.hawkins@canada.ca

- (a) If electronic copies of the response are not e-mailed the following applies:
 - (i) Section I: Technical Bid (3 hard copies and 4 soft copies on CDs or DVDs)
 - (ii) Section II: Financial Bid (1 hard copy and 1 soft copy on CD or DVD)
 - (iii) Section III: Certifications (1 hard copy and 1 soft copy on CD or DVD)

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

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

3.2 Section I: Technical Bid

- (a) The Technical Bid consists of the following:
 - (i) Bid Submission Form: Bidders are requested to include the Bid Submission Form Attachment 1 with their bids. It provides a common form in which Bidders can provide
 information required for evaluation and contract award, such as a contact name, the Bidder's
 Procurement Business Number, the Bidder's status under the Federal Contractors Program for



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Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) Substantiation of Technical Compliance: The Technical Bid must substantiate the compliance with the specific articles of Attachment 2, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid this information can be referenced in the "Bidder's Response" column of Attachment 2, where bidders are requested to indicate where in their bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iii) Customer Reference Contact Information: The Bidder must provide customer references who must each confirm the information required. 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 there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

3.3 Section II: Financial Bid

- (a) **Pricing**: Bidders must submit their financial bid in accordance with Appendix A. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, all prices must be firm, all inclusive 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 periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (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.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.



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ATTACHMENT 1

BID SUBMISSION FORM

PID SIIPMIS	SSION FORM	
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax#	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Former Public Servants See the Article in Part 6 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of bid solicitation? Yes No If yes, provide the information rentitled "Former Public Servant of the Bidder a FPS who receive the terms of a work force reduction."	equired by the Article in Part 6 Certification" ed a lump sum payment under
	Yes No If yes, provide the information rentitled "Former Public Servant	equired by the Article in Part 6 Certification"



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Federal Contractors Program for Employment On behalf of the bidder, by signing below, I also confirm that the bidder [check the box that applies]: Equity (FCP EE) Certification: (a) is not subject to Federal Contractors If the bidder is exempt, please indicate the basis for the Program for Employment Equity (FCP-EE), exemption to the right. If the bidder does not fall within because it has a workforce of less than 100 the exceptions enumerated to the right, the Program permanent full or part-time employees in requirements do apply and the bidder is required either Canada: (b) is not subject to FCP-EE, because it is a (a) submit to the Department of HRSD form LAB 1168, regulated employer under the Employment Certificate of Commitment to Implement Equity Act. Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. (c) is subject to the requirements of FCP-EE, Bidders are requested to include their FCP EE because it has a workforce of 100 or more permanent full or part-time employees in Certification or signed LAB 1168 with their bid; if this Canada, but has not previously obtained a information is not provided in the bid, it must be certificate number from the Department of provided upon request by the Contracting Authority Human Resources and Skills Development during evaluation. (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed For joint ventures, be sure to provide this information for certificate of commitment is attached; OR each of the members of the joint venture. (d) is subject to FCP-EE, and has a valid certification number as follows: (and has not been declared an Ineligible Contractor by HRSD). Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.] **Security Clearance Level of Bidder** [include both the level and the date it was granted] 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: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid 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; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. Signature of Authorized Representative of Bidder



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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 SSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

- (a) Mandatory Technical Criteria: Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. 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. The mandatory evaluation criteria are described in Attachment 2 to PART 3 herein.
- **Point-Rated Technical Criteria:** Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Bids that do not obtain the required pass mark of 70% for the point-rated technical criteria specified in this bid solicitation will be considered non-responsive and be disqualified. The rated evaluation criteria are described in Attachment 2 to PART 3 herein.
- (c) **Joint Venture Experience**: In accordance with Attachment 2 to PART 3 herein, except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory and rated requirement of this solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory and rated requirement of this solicitation. Wherever substantiation of a mandatory and rated requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture proposal will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive or in the case of a rated requirement no points would be allocated.

(d) Reference Checks: Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not allocate any points nor consider a mandatory criterion



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met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information assessed. Points will not be allocated nor a mandatory criteria considered as met if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated nor a mandatory criterion considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

(e) Number of Resources Evaluated:

Canada will evaluate the number of resumes per category as follows:

	Resource Category	Level	Number of Resources
1.7	Platform Analyst	3	2
1.7	Platform Analyst	2	2
B.6	Business System Analyst	3	2
B.6	Business System Analyst	2	2

Mandatory and rated criteria for each category are contained in **Appendix C to Annex B**.

Following contract award and once specific tasks have been identified, resources will be authorized in accordance with Part 7 - Resulting Contract Clauses, Article 7.2 Task Authorization. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose one or more resources to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource(s) will then be assessed against the mandatory requirements identified in the Contract.

(f) **Technically Responsive Bid**: A technically responsive bid is one that complies with the Following:

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all Corporate and Technical mandatory criteria; and
- c. obtain the required minimum of 70% for Corporate and <u>for each proposed resource</u>, per Rated Criteria

Bids not meeting (a), (b) and (c) will be declared non-responsive.

The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

4.3 Financial Evaluation

(a) The financial evaluation will be conducted using the firm per diem rates provided by the technically responsive bid(s) to calculate the Total Financial Score.



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(b) There are two financial evaluation methods possible for this requirement. Method 1 will be used if 3 or more bids are determined to be technically responsive (see 4.3 (c)), and Method 2 will be used if fewer than 3 bids are determined to be technically responsive (see 4.3 (d)).

METHOD 1: The following financial evaluation method will be used if 3 or more bids are determined to be technically responsive:

STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH CATEGORY OF PERSONNEL:

The Contracting Authority will establish, for each period and each Category of Personnel, the median band limits based on the firm per diem rates proposed by the technically responsive bids. For each period and each Category of Personnel, the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the lower median rate to a value of minus (-) 10% of the median, and an upper median rate to a value of plus (+) 15% of the median.

STEP 2 - POINT ALLOCATION:

Points will be allocated for each period and each Category of Personnel as follow:

- (A) If a firm per diem rate for any given period and Category of Personnel is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Category of Personnel, the Bidder who proposed such rate will be allocated 0 points for that period and Category of Personnel.
- (B) If a firm per diem rate for any given period and Category of Personnel is within the established upper and lower median band limits for that period and Category of Personnel, the Bidder who proposed such rate will obtain points for that period and Category of Personnel based on the following calculation, which will be rounded to two decimal places:

Lowest proposed firm per diem rate

within the median band limits x Points Assigned (see Table 1)

Bidder's proposed firm per diem rate

(C) If a firm per diem rate for any given period and Category of Personnel is within the established median band limits for that period and Category of Personnel and is the lowest proposed firm per diem rate, the Bidder who proposed such rate will be allocated the applicable points assigned at Table 1 for that period and Category of Personnel.

STEP 3 - TOTAL FINANCIAL SCORE:

Points allocated under STEP 2 for each period and Category of Personnel will be added together and rounded to two decimal places to produce the Total Financial Score. Bidders will find attached an example of a financial evaluation using Method 1, refer to **TABLE 2, ATTACHMENT 1 TO PART** 4.

TABLE 1			
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	POINTS ASSIGNED
1.7	Platform Analyst	3	250 (150 pts contract period – 50 points per option period)
B.6	Business System Analyst	3	250 (150 pts contract period – 50 points per option period)
MAXIMUM FINANCIAL POINTS			500

METHOD 2: The following financial evaluation method will be used if fewer than 3 bids are determined to be technically responsive:



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STEP 1 - POINT ALLOCATION: Points will be allocated to the Bidder, for each period and each Category of Personnel, using the following calculation which will be rounded to two decimal places:

<u>Lowest proposed firm per diem rate</u> x Points Assigned at TABLE 1 above Bidder's proposed firm per diem rate

The Bidder with the lowest proposed firm per diem rate will be allocated the applicable points assigned at TABLE 1 above.

STEP 2 - TOTAL FINANCIAL SCORE: Points allocated under STEP 1, for each period and each Category of Personnel, will be added together and rounded to two decimal places, to produce the Total Financial Score for each Bidder.

4.4 Basis of Selection

The technically responsive bid(s) (maximum of 3) that obtains the highest Total Bidder Score will be recommended for award of a contract.

STAGE 1 - Calculation of the Total Bidder Score: The Total Bidder Score will be computed for each technically responsive bid in accordance with the following formula:

Final Technical Score + Final Financial Score = Total Bidder Score

The total possible Final Technical Score is 70 while the total possible Final Financial Score is 30.

STAGE 2 - Calculation of Final Technical Score: The Final Technical Score will be computed for each technically responsive bid by converting the Total Technical Score obtained for the point-rated technical criteria using the following formula, rounded to 2 decimal places:

Total Technical Score	Х	70	=	Final Technical Score
Maximum Technical Points (634 pts.)				

STAGE 3 - Calculation of Final Financial Score: The Final Financial Score will be computed for each technically responsive bid by converting the Total Financial Score obtained for the financial evaluation using the following formula rounded to 2 decimal places:

Total Financial Score	Х	30 =	Final Financial Score
Maximum Financial Points (500pts.)			

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.

In the event of identical Total Bidder Scores, then the bid(s) with the highest Final Financial Score (up to a maximum of 3) will become the top-ranked bidder(s).



ATTACHMENT 1 TO PART 4

EXAMPLE OF A FINANCIAL EVALUATION USING METHOD 1

TABLE 2							
Resource Category	Points Assigned	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer Analyst	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
TOTAL	300						

	LISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD EGORY OF PERSONNEL
(Median 1)	For the Programmer Resource Category, the year 1 median would be \$420.00.
(Wediaii 1)	The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.
(Median 2)	For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.
(Median 3)	For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.
(Median 4)	For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.
(Median 5)	For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.
(Median 6)	For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.

STEP 2 - POINT ALLOCATION					
Bidder 1:					
Programmer Analyst Year 1	= 75 points (lowest rate within the lower and upper median band limits)				
Programmer Analyst Year 2	= 75 points (lowest rate within the lower and upper median band				



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	limits)
Business Analyst Year 1	= 50 points (lowest rate within the lower and upper median band limits)
Business Analyst Year 2	= 50 points (lowest rate within the lower and upper median band limits)
Project Manager - Year 1	= 0 points (outside the lower and higher median band limits)
Project Manager Year 2	= 22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)
Bidder 2:	
Programmer Analyst Year 1	= 71 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)
Programmer Analyst Year 2	= 67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1	= 50 points (lowest price within the lower and upper median band limits)
Business Analyst Year 2	= 48 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
Project Manager Year 1	= 23 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
Project Manager Year 2	= 25 points (lowest price within the lower and upper median band limits)
Bidder 3:	
Programmer Analyst Year 1	= 67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Programmer Analyst Year 2	= 67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1	= 46 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts)
Business Analyst - Year 2	= 0 points (outside the lower and higher median band limits)
Project Manager Year 1	= 25 points (lowest price within the lower and upper median band limits)
Project Manager Year 2	= 25 points (lowest price within the lower and upper median band limits)



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STEP 3 - TOTAL FINANCIAL SCORE

Bidder 1

75 + 75 + 50 + 50 + 0 + 22 = Total Financial Score of 272 points out of a possible 300 points

Bidder 2

71 + 67 + 50 + 48 + 23 + 25 = Total Financial Score of 284 points out of a possible 300 points

Bidder 3

67 + 46 + 0 + 25 + 25 = Total Financial Score of 230 points out of a possible 300 points



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ATTACHMENT 2 to PART 4 BID EVALUATION CRITERIA

1. CORPORATE ASSESSMENT AND RESPONSE TEMPLATE

Mandatory Evaluation Criteria

Corporate Assessment and Response Template Mandatory Evaluation Criteria Bidder's Response Met/Not # **Mandatory Requirement Criteria Demonstrated Experience** Met M.1 The bidder must demonstrate contract experience is supplying all of the following resource categories, for the required Mandatory Billable Days per category. Minimum **Billable Days Category of Personnel** Level Platform Analyst 3 500 Platform Analyst 200 2 **Business System** 3 1000 Analyst **Business System** 2 500 Analyst The service provided must have been provided under a maximum of five (5) contracts, It is not necessary for each contract to demonstrate all categories of Personnel. To be accepted, the referenced projects must demonstrate the following: (a) The reference contracts must occur within the past five (5) years prior to the RFP closing date. The experience may occur at any time during the five (5) year period, so long as the total number of Billable Days when added together meets the Minimum Billable Days requirement. (b) Work Billed for the resource category must include at least 60% of the associated tasks identified in the statement of work in ANNEX B of this bid solicitation for resource category. (c) The reference contract must have been contracted directly with the Bidder and not with the Bidder's subcontractor or affiliate. (d) The client organization must not be a

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M.2	partner or sub-contractor of the Bidder or other entity that does not have an arm's length with the Bidder. (e) The following information MUST be included as justification: • The name (first and last) of the resource that was billed under the contract in the identified resource category; • The total number of days billed for the specific resource under the contract and project. • The name of the client organization and technical authority contact information: Name, email, phone number. • Contract numbers for each resource • The period of the contract, i.e. start and end date (month/year). The Bidder must have been incorporated in	
M.3	Canada for at least Ten (10) years. (Proof of incorporation must be provided) The Bidder must demonstrate its experience providing professional services Contractors to support data centre operations. The Bidder must provide three (3) client organizations, where the Bidder provided at least 20 resources for infrastructure solutions to assist with the day-to-day operations of the infrastructure as well as in the design, testing, and deployment of new technologies. To be considered, reference project information must include: Client Organization Name	
	 Client Contact Name and title Client contact Phone # Client Contact email address Project start and end dates (yy/mo) 	

RESPONSE TEMPLATE FOR CORPORATE MANDADORY M.1

Table 1 - M.1 Demonstrated Corporate Experience						
TBIPS Resource Resource Category Name		# of billed days	Client Organization / Project Name	Contract #	Contract Period	
I.7. Platform Analyst, Level 3	e.g. John Smith	125	AAFC	01B68-10- 1234	Jan 2010 to Sep 2011	
	<insert lines<="" th=""><th></th><th></th><th></th><th></th></insert>					



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Table 1 - M.1 Demonstrated Corporate Experience					
TBIPS Resource Category	Resource Name	# of billed days	Client Organization / Project Name	Contract #	Contract Period
	as required>				
Sub-total (all reference con	tracts)	Min. = 500			
I.7. Platform Analyst, Level 2	e.g. John Smith	125	AAFC	01B68-10- 1234	Jan 2010 to Sep 2011
	<pre><insert as="" lines="" required=""></insert></pre>				
Sub-total (all reference con	tracts)	Min. = 200			
B.6. Business System Analyst, Level 3					
	<pre><insert as="" lines="" required=""></insert></pre>				
Sub-total (all reference contracts)		Min. = 1000			
B.6. Business System Analyst, Level 2					
	<pre><insert as="" lines="" required=""></insert></pre>				
Sub-total (all reference contracts)		Min. = 500			

Rated Evaluation Criteria

Name of proposed Firm:							
The Bide	der should demonstrate that they meet the following p	ooint-rate	d criteria:				
		Max.#	Bidder's Response				
Criteria	Point-Rated Requirement	Points	Demonstrated Experience	Insert Page #			
R.1	Corporate Experience in Key Areas The Bidder should demonstrate its experience, within the last five years, providing professional services resources to support IM/IT requirements in the following areas of expertize: a) Data Centre Operations – Including the end-to-end management of physical IT computing facilities; the establishment of computing environments; and the provision of technical support and certification for day-to-day operations, production applications and database computing environments. (maximum 2 projects)	60					



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Name of proposed Firm:						
The Bido	ler should demonstrate that they meet the following p	ooint-rate	d criteria:			
			Bidder's Respo	Bidder's Response		
Criteria	Point-Rated Requirement	Max. # Points	Demonstrated Experience	Insert Page #		
	 b) Telecommunications, Networks & E-Mail Services Including the provision and maintenance of electronic data and communications networks; Local Area Network (LAN) management; wireless LAN; cabling and intra-data network services; and corporate email services. (maximum 2 projects) c) Cyber and Information Technology Security – 					
	Including planning, designing and/or operating Cyber and IT security services such as Cyber and IT Security prevention, detection, response, recovery and management. (maximum 2 projects)					
	For the reference contract to be considered: a) The reference project must have had a minimum cumulative level of effort of 400 days billed by the Bidder (across all categories) against the reference contract.					
	 The reference contract must have been contracted directly with the Bidder and not with the Bidder's subcontractor or affiliate. 					
	c) The client organization must not be a partner or sub-contractor of the Bidder or other entity that does not have an at arm's length with the Bidder.					
	 The following information MUST be included (as indicated in Table 3 contained in PART 2 of APPENDIX C TO ANNEX B): 					
	 i. The name of the client organization and project (if applicable); ii. Contract number; iii. The total number of days billed under the contract within the identified area of 					
	expertize; iv. The period of the contract, i.e. start and end date (month/year); and v. List of the TBIPS categories that were					
	billed under the contract. Note: The Bidder is requested to include complete					
	client contact information for each contract (used to demonstrate experience) including name, title, and					
	telephone number or e-mail address. Canada reserves the right to request client contact information, at any time during the evaluation process, for the purposes of verification. Upon request by					



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Name of	Name of proposed Firm:							
The Bido	The Bidder should demonstrate that they meet the following point-rated criteria:							
					Bidder's Respor	ise		
Criteria		Point-R	ated Requ	uirement		Max. # Points	Demonstrated Experience	Insert Page #
	Canada, th to provide t is not provide request, Ca referenced consideration maximum of maximum # project that	he required ded within a anada rese project / na on and awa Criteria: The of 60 points didentified	d informati the period rves the rig amed reso ard 0 point ne Bidder v (10 points above) for	on. If the specified ght to give ource no fuss. will be aways per project each reference.	information in the the the urther arded a ect, to the			
R.2	The Bidder must demonstrate the billable days experience in excess of the Minimum Billable Days under M1 within the Billable Days Response Template below. Example Evaluation Scenario					100	The Bidder's demonstrated "total Billable Days" provided in response to M1 will be used to evaluate this criterion.	
	Example Eva	aluation Scen Billable Da				awarded po billable days of the minim identified un demonstrate		
	Resource Category	(A) Billable Days Provided by Bidder	(B) Minimum Identified under M1	Bidder Excess (C)=(A)-(B)	(D) Bidder % increase to a maximum of 100 (D)=(C) / (B)*100		The Bidder will be awarded points for billable days in excess of the minimums identified under M1 as demonstrated in the example evaluate	
	Platform Analyst Level3	2300	500	1800	100		scenario on the left.	
	Platform Analyst Level2	300	200	100	50		In this example the Bidder would score 82.5 points out of a	
	Business System Analyst Level3	1800	1000	800	80		possible maximum score of 100.	
	Business System Analyst level2	1200	500	800	100			
	Bidder score = Sum of (D) for the 4 categories / 82.5							
					nts Available	160		
			Minimum		quired (70%)	112		



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2. RESOURCE EVALUATION

Mandatory and Rated Criteria for 2 resources in each category will be provided in accordance with the Grids contained in **Appendix C to Annex B**. This will be for a total of 8 resources.

Category	Maximum Points	Minimum Points (70%)
Corporate Rated requirements	160	112
Platform Analyst – Level 3	2 x 70 = 140	49 (each resource)
Platform Analyst – Level 2	2 x 26 = 52	N/A
Business System Analyst – Level 3	2 x 70 = 140	49 (each resource)
Business System Analyst – Level 2	2 x 26 = 52	N/A
Total	544	

Points Achieved

Corporate Rated requirements	
Platform Analyst – Level 3	
Platform Analyst – Level 2	
Business System Analyst – Level 3	
Business System Analyst – Level 2	
Total Technical Score	



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PART 5 CERTIFICATIONS

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

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

5.1 Certifications Precedent to Contract Award

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

5.2 Federal Contractors Program for Employment Equity - Certification

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

Note to Bidders: Bidders are requested to use the Bid Submission Form to provide information about



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their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

5.3 Former Public Servant Certification

- (a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
 - (i) **"former public servant**" means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - (A) an individual;
 - (B) an individual who has incorporated;
 - (C) a partnership made of former public servants; or
 - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - (i) "lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
 - (ii) "pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S. 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - (i) name of former public servant;
 - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
 - (i) name of former public servant;
 - (ii) conditions of the lump sum payment incentive;
 - (iii) date of termination of employment;
 - (iv) amount of lump sum payment;
 - (v) rate of pay on which lump sum payment is based;
 - (vi) period of lump sum payment including start date, end date and number of weeks; and
 - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.



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- (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Note to Bidders: Bidders are requested to provide the information required by this clause in their Bid Submission Form.

5.4 Code of Conduct and Certification

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid a complete list of names of all individuals who are currently directors of the Bidder (See Annex D). Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification Form - PWGSC -TPSGC 229) (http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/229-eng.html) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.



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PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before solicitation closing date, the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
- (b) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (c) For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations Instructions to Bidders" document on the Departmental Standard Procurement Documents Website http://www.tpsqc-pwqsc.qc.ca/app-acq/lc-pl/lc-pl-eng.html#a31.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 Financial Capability

- (a) SACC Manual clause A9033T (2011-05-16) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.



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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement (a) ______ (the "Contractor") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

- (b) Client: Under the Contract, the "Client" is Shared Services Canada (SSC).
- (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.
- (d) **Defined Terms**: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this contract.

7.2 Task Authorization (TA)

- (a) **Purpose of a TA**: Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using Appendix B to Annex B Task Authorization Request and Acceptance Form ("TA Form").
- **(b) TA Procedures**: The procedures for issuing, responding to, assessing and approving Task Authorizations are described in Appendix A to Annex B.
- (c) Authority to Issue a TA: All TAs will be issued directly by the Contracting Authority.
- (d) Charges for Work under a TA: The Contractor must not charge Canada anything more than the price set out in the TA 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.
- (e) **Task Authorization Quotations**: The Contractor is required to submit a responsive quotation in response to every TA Form issued to it by Canada. In addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least five instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories of Personnel identified in the TA at pricing not exceeding the rates of Annex A.

Note to Bidders: This Article 7.2 (e) will be deleted if more than one contract is awarded.

- (f) Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all TAs issued and approved by Canada to date, to document the Work performed under those TAs for administrative purposes.
- (g) **TA Reports:** The Contractor must submit to the Contracting Authority a TA report on a quarterly basis that identifies each TA issued during that quarter and its dollar value.



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(h) **Period of Services:** No Task Authorizations may be entered into after the expiry date of the Contract.

(i) Multiple Contracts:

(i) More than one Contract has been awarded for this requirement. The method of allocation of TAs is:

The initial TA will be assigned to the highest ranked Contractor as determined in the bid solicitation's Basis of Selection process. Each subsequent TA will be assigned to the Contractor with the next ranked Contractor. Should the selected Contractor refuse a TA under a Contract, the next Contractor, under the same allocation process, will be offered the TA.

Example

Tasking	Vendor	Vendor	Vendor
Request	1	2	3
1	х		
2		х	
3			х
4	х		
5		х	
6			х
7	х		
8		х	

(ii) Refusal of Task Authorizations:

The Contractor is not required to submit a quotation in response to every TA Form issued by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least five instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA Form issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories of Personnel identified in the TA Form at pricing not exceeding the rates of Annex A.

Note to Bidders: This Article 7.2 (i) will be deleted if one contract is awarded.

7.3 Minimum Work Guarantee

- (a) In this clause, "**Minimum Contract Value**" means 3% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.
- (b) The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.



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(c) If Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.4 Standard Clauses and Conditions

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

(a) General Conditions:

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

(b) Supplemental General Conditions: Supplemental General Conditions:

The following Supplemental General Conditions:

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

apply to and form part of the Contract.

7.5 Security Requirement

- a) The Contractor must, at all times during the performance of the Contract, hold a valid hold a valid Facility Security Clearance (FSC) at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
- b) The contractor and/or its employees must maintain a valid security screening at the level of SECRET, granted by Canada and approved by Shared Services Canada.
- c) The contractor and/or its employees MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s).
- d) The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.
- f) The contractor and its employees must comply with the provisions of the:
 - i. Justice Canada Security of Information Act (Latest Edition);
 - ii. Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

7.6 Contract Period



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(a) **Contract Period**: The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work which begins on the date the Contract is awarded and ends three years later.

(b) Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two – one year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: John Hawkins

Title: Supply Specialist, IT Services

SSC Support Services
Shared Services Canada

Directorate: Procurement Operations and Vendor Relationships

Address: 180 Kent Street, Ottawa, Ontario

Telephone: 613-854-7761

E-mail address: john.hawkins@canada.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

Note to Bidders: award.	The Technical Authority will be identified at the time of contract
Name: Title: Organization: Address: Telephone: Facsimile: E-mail address:	

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



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(c) Contractor's Representative

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

7.8 Payment

(a) Basis of Payment

- (i) Professional Services provided under a Task Authorization with a Maximum Price: For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex A, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) 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.
- (iii) 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.
- (iv) Purpose of Estimates: All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

(v) b) Overtime Rates:

Any work performed in excess of 7.5 hours a day, shall be performed only upon the written authorization of the Project Authority. Payment of such time worked shall be paid at the applicable per diem rate as specified in the Contract, prorated over an hourly basis. Hourly rates shall be determined by dividing the applicable per diem rate by 7.5.

(b) Limitation of Expenditure

(i) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



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- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (A) when it is 75 percent committed, or
 - (B) four (4) months before the contract expiry date, or
 - (C) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

(iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Note to Bidders: This clause will be completed at contract award.

- (c) Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization issued under the Contract that contains a maximum price:
 - (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
 - (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(d) Time Verification

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

(e) Payment Credits

- (i) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract or TA Form, the Contractor must credit to Canada an amount equal to the per diem rate of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (ii) Corrective Measures: If credits are payable under this Article for 2 consecutive months or for 3 months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (iii) Termination for Failure to Meet This Availability Level: In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 3 months' written notice of its intent, if any of the following apply:
 - (A) the total amount of credits for any given monthly billing cycle reach a level of 10% of the total billing for that month; or



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(B) the corrective measures required of the Contractor described above are not met.

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

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

7.9 Invoicing Instructions

- 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 the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.10 Certifications

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

7.11 Applicable Laws

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

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:

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions 4006 (2010-08-16);
- (c) General Conditions 2035 (2011-05-16), Higher Complexity Services;
- (d) Annex B, Statement of Work, including its Appendices as follows;
 - (i) Appendix A to Annex B Task Authorization Procedures
 - (ii) Appendix B to Annex B Task Authorization Request and Acceptance Form
 - (iii) Appendix C to Annex B Resource Assessment Criteria and Response Tables



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- (iv) Appendix D to Annex B Certifications at the Task Authorization Stage
- (e) Annex A, Basis of Payment;
- (f) the signed Task Authorizations, including the required Appendices;
- (g) Annex C, Insurance Requirements;
- (h) Supply Arrangement Number EN578-055605/XXX/EL (the "Supply Arrangement"); and
- (i) The Contractor's bid dated _____

Note to Bidders: The Contractor's bid date and Supply Arrangement Number will be completed with information provided in its bid.

7.13 Foreign Nationals (Canadian Contractor)

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

Note to Bidders: Either clause 7.14 or 7.15, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

7.14 Foreign Nationals (Foreign Contractor)

(a) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.15 Insurance Requirements

- (a) The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- (c) The Contractor must, if requested by the Contracting Authority, forward a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.16 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:



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- (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties":
- (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under 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, 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



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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).



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7.17 Joint Venture Contractor

(a) alread _!		Arrangement (SA) Holders who wish to submit their proposal as a joint venture must have ualified under the SA # EN578-055605/E as a joint venture.
		tractor confirms that the name of the joint venture is and that it is comprised of the pers: [all the joint venture members named in the Contractor's bid will be listed].
(c) agrees		spect to the relationship among the members of the joint venture Contractor, each member ents 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
- (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (d) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (e) All the members are jointly and severally or solitarily liable for the performance of the entire Contract.
- (f) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (g) 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.

7.18 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. Where in the Contract or a TA Form a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days (unless otherwise specified) of the issuance of the Contract or the TA Form (whichever first contains instructions from Canada for that individual to report to the Work site). Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual in accordance with the Article titled, "Replacement of Specific Individuals" in the General Conditions 2035. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Client's operating environment. In respect of any given Category of Personnel, any replacement resource will be rated by the Technical Authority and the score obtained must be equal or superior to the score obtained for that original resource.
- (b) If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Specific Individuals"), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- (c) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency)



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and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.

- (d) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Technical Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- (e) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within 10 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.

7.19 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.

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

7.21 Contractor's Identification Protocol Responsibility

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

- (a) Contractor Representatives who attend a Government of Canada meeting whether internal or external to Canada's offices must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.



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- (d) If the Contractor is, in Canada's determination, in breach of any obligation stated in this Article, upon written notice from Canada, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

7.22 Material and Tools

The Contractor will be provided with a computing device which is required in order to interface with the SSC LAN in order to perform their specified tasks. The Contractor will also be required to ensure that the device is secured at all times

7.23 Electronic Procurement & Payment Support

1.1 Electronic Procurements and Payment (EPP) System

- 1.1.1 SSC is working on an initiative that is expected to provide it with e-functionality from procurement through payment (the "**EPP system**"). SSC's suppliers will be required to interface with that functionality.
- 1.1.2 Because the functionality will not be ready at the time of contract award, if Canada wishes for the Contractor to interface with the EPP system during the Contract Period, Canada will issue a Request for Quotation regarding the work required for the Contractor to interface with the EPP system. The Contractor's Quotation Response will not be subject to a Service Delivery Interval. The Quotation Response must include, at a minimum:
 - 1.1.2.1 Per diem rates for any resources who would perform the work and the level of effort required; and
 - 1.1.2.2 Any costs for hardware or software that will be required, including development costs to be performed by third parties.
- 1.1.3 The Parties agree to work cooperatively to determine the work involved and a reasonable ceiling price for that work. If the Parties agree to proceed with that work, Canada will issue a Contract Amendment documenting the ceiling price associated with the work. The Contractor will be required to submit a Service Design for approval by Canada and the work associated with the development of any EPP system interfaces will be treated as a Service Project.
- 1.1.4 Canada will pay the Contractor, in arrears, up to the ceiling price established in the contract amendment, for actual time worked and any resulting deliverables in accordance with firm, all-inclusive per diem rates set out in the relevant contract amendment, with GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday. When submitting its invoices, the Contractor must show the actual time worked by each resource, and/or the amount paid to any subcontractor. With respect to any expenses, the Contractor will be required to demonstrate the out-of-pocket amount spent and will be reimbursed without the addition of any overhead.



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ANNEX A

BASIS OF PAYMENT

In accordance with the Contract, the Contractor will be paid the following firm all-inclusive per diem rates for work performed pursuant to this Contract, GST/HST extra.

Contrac	Contract Period - Contract Award until March 31, 2020					
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	FIRM PER DIEM RATE			
1.7	Platform Analyst	3				
1.7	Platform Analyst	2				
B.6	Business System Analyst	3				
B.6	Business System Analyst	2				
	Total					

Option	Option Period 1 - April 1, 2020 until March 31, 2021						
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	FIRM PER DIEM RATE				
1.7	Platform Analyst	3					
1.7	Platform Analyst	2					
B.6	Business System Analyst	3					
B.6	Business System Analyst	2					
	Total						

Option	Option Period 2 - April 1, 2021 until March 31, 2022					
TBIPS ID	CATEGORY OF PERSONNEL	LEVEL	FIRM PER DIEM RATE			
1.7	Platform Analyst	3				
1.7	Platform Analyst	2				
B.6	Business System Analyst	3				
B.6	Business System Analyst	2				
	Total					

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 Personnel that they later refuse to honor, 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 a specific Category of Resource). If Canada requests price support, it will be requested from all responsive Bidders proposing a rate that is at least 20% lower than the median rate bid by all responsive Bidders for the relevant Category or Categories of Personnel. Where Canada requests price support, the following information is required:



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- (i) (an invoice (referencing a contract serial number) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant Category of Personnel, where those services were provided in the National Capital Region for at least three months within the twelve months prior to the bid solicitation issuance date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), a signed contract or a letter of reference signed by the Bidder's client that includes the tasks listed in this bid solicitation's Statement of Work for the Category of Personnel being examined for an unreasonably low rate;
- (iii) in respect of each referenced contract, a resume for the resource that performed under that contract which shows that the resource would pass the Category of Personnel's mandatory criteria and achieve, if applicable, the required pass mark for the Category of Personnel's rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of the invoiced client for each of the resources invoiced, so Canada can verify any facts presented for the affected Category or Categories of Personnel.
- (v) Once Canada requests substantiation of the rates bid for any Category of Personnel, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada) 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. Where Canada determines that the information provided by the Bidder does not substantiate the unreasonably low rates, the bid will be considered non-responsive and will receive no further consideration. Only the Firm Per Diem Rates of technically responsive bids will be considered.



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ANNEX B STATEMENT OF WORK

1.0 OBJECTIVE

To acquire two (2) categories of Informatics professional services from the private sector by using the Task-Based Informatics Professional Services (TBIPS) supply arrangement on an as required basis. The initial period of the contract will be for three (3) years with 2, one year optional extensions.

The objective of this SOW is to acquire the necessary IT resources to support IM/IT project planning, execution and oversight activities over the next three years, primarily in the National Capital Region (NCR).

1.1 Shared Services Canada (SSC) - Background

The Government of Canada (GOC) created Shared Services Canada (SSC) on August 4th, 2011, to fundamentally transform how the GOC manages its information technology (IT) infrastructure. SSC reports to Parliament through the Minister of Public Works and Government Services Canada (PWGSC) and is part of the PWGSC portfolio. SSC is mandated to deliver email, data centre and telecommunication services to 43 federal departments and agencies (referred to as Partner Organizations). SSC also provides other optional services to government departments and agencies on a cost-recovery basis. A more efficient use of technology will increase productivity across departments and will help build a more modern public service.

The creation of SSC brought together people, processes, data, technology resources and assets for the 43 federal departments and agencies to improve the efficiency, reliability and security of the GOC's IT infrastructure by;

- Working in partnership with key stakeholders;
- Adopting enterprise-wide approaches to establish, manager and evolve IT infrastructure services;
- Establishing and implementing efficient and effective business management processes in support
 of SSC's mandate.

SSC's first priority is to maintain and improve the delivery of IT-infrastructure services while renewing the GOC's aging IT infrastructure. SSC's goal is to move 43 partner organizations from separate and often dissimilar infrastructure services to a set of consolidated consistent more effective and cost efficient shared services for the GOC. Addressing the challenges, opportunities, rewards and risks of an enterprise-wide approach in the development, delivery and management of SSC's services is fundamental to achieve SSC's goals.

SSC is organized around four (4) lines of business as follows:

1) Service Management Branch

The Service Management Branch is responsible for the development of plans, designs and operations of SMDC services for the Government of Canada IT infrastructure. SMDC will provide full lifecycle management (strategy, plan, build, test, deploy, operate and decommission) for its service offerings.

2) Data Centres Branch

The Data Centres Branch functions include the end-to-end management of physical complexes; the establishment of computing environments for partner organizations and for SSC's internal needs across all computing platforms; and the provision of technical support and certification for day-to-day operations, production applications and database computing environments.



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3) Networks and End User

The Networks and End User Branch (NEUB) is responsible for the service management, operations, projects, as well as the design and planning aspects of the Government of Canada's network and end user services infrastructure that fall within SSC's scope. NEUB is comprised of six services that will collectively enhance end user services and technologies within SSC and across Government. The focus on savings and security will be maintained by identifying and implementing network and telecommunications services as one single enterprise.

NEUB key objectives include the rationalization and consolidation of its network and end user services that it delivers to partner organizations. In support of these objectives and SSC's vision, the branch will continue to deploy the Government of Canada's single-email solution; standardize, consolidate and re-engineer the delivery of end user devices across the Government of Canada; and support the provision and ongoing maintenance of global electronic data and communications networks.

4) Cyber and IT Security

Cyber and Information Technology Security Branch (CITS) is responsible for the development of plans, designs and operations of Cyber and IT security services for GC IT infrastructure and for GC Secret Infrastructure (GCSI) within SSC's mandate. The branch will develop business cases for design-ready Cyber and IT security and secret infrastructure services, and will develop and continuously improve Cyber and IT security architecture for the implementation, procurement and delivery of enterprise services based upon a framework founded on the fundamental functions of Prevention, Detection, Response, Recovery and Security Management. The branch fosters strategic relationships with central agencies and SSC's partners to develop policies, standards, technology guidance and ongoing oversight for cyber

Refer to the SSC website at http://publiservice.gc.ca/ssc-spc/no-oo/index-eng.html for a view of the organizational structure for SSC.

Programs and Projects

In light of both requirements, SSC has launched three transformation projects, and supports ongoing sustainability projects to ensure the delivery of the existing IT infrastructure and is already managing several large sustainability projects. The transition projects are expected to be ongoing for the next 3-4 years, in parallel with the planning and development of the transformation projects. In addition, SSC also supports various IT-related initiatives (i.e. partner-led programs) within the 43 departments and agencies.

Contract resources are required to support the planning and execution of these SSC-led programs and projects, as well as work, on behalf of SSC, on partner-led programs.

Transformation Projects

The three SSC-led transformation projects are as follows:

1) Email Consolidation

The Government of Canada (GC) uses over 100 different email systems, with SSC's 43 partner organizations using approximately 63 assorted systems. With no common standards across the Public Service, compatibility is limited and interoperability is a major issue. SSC's objective is to move our partners towards one secure, reliable and cost-effective email system.



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2) Data Centre Consolidation

Presently, the GC supports more than 450 data centres. These facilities were developed over many years in response to the independent service demands and requirements of individual departments. SSC's objective is to reduce the number of data centres across our partner organizations to fewer than 20 modern, secure and reliable centers.

3) Network Services Consolidation

There are currently hundreds of overlapping and uncoordinated electronic networks providing voice and data telecommunication services to over 300,000 users across the GC. These services must be modernized and harmonized. In the process, Information Technology and Cyber Security will be improved and more cost effective. SSC's objective is to design and build a secure and integrated telecommunications network to support GC operations from coast to coast and internationally.

2.0 Scope of Work

2.1 Summary of Work

SSC requires professional services resources, on an "as and when requested" basis, primarily in the National Capital Region (NCR).

The "2.2 Professional Services Resource Requirement" (Table 1) data does not represent a commitment by Canada and that Canada's future usage of number of resources per year with this data. It is provided purely for information purposes.

2.2 Professional Services Resource Requirement

The Contractor(s) must provide, when requested via Task Authorization (TA), professional services resources in two (2) different TBIPS categories identified in the table below.

Table 1

TBIPS	CATEGORY OF	Estimated Number of Resources Required per year					
ID	PERSONNEL	2016 -17	2017 -18	2018 -19	Opt. Period 1	Opt. Period 2	Total
1.7	Platform Analyst	3	11	11	11	11	47
B.6	Business System Analyst	1	7	7	7	7	29
	Total	4	18	18	18	18	76

NOTE: This solicitation is raised for Level 3 resources; however SSC may also require on occasion Level 1 and Level 2 resources. In order to standardize any Resulting Contract(s) the firm per diem rate from the financial bid provided by Bidders for level 3 resources will be used to determine the firm per diems for Level 1 and Level 2 resources as follows:

- Level 1 Firm per diem rate : 70% of Contractor's Level 3 rate
- Level 2 Firm per diem rate : 80% of contractor's Level 3 rate



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The level of effort and duration of projects may vary (e.g. from two (2) weeks to two+ years). The Contractor personnel involved in both shorter and longer-term projects must be prepared to perform the same tasks repetitively. The Contractor personnel involved in longer duration projects may be required to participate in either the entire project, or only the part of the project pertaining to their area of expertise.

2.3 Resource Qualifications

Professional Services resources will be evaluated at the time of TA in accordance with the Resource Assessment Criteria and Response Templates contained in Appendix C to Annex B, including additional experience requirements identified in the TA to support the specific work to be delivered.

Additional knowledge and/or experience requirements may be stipulated on a TA by TA basis to support the work to be delivered under the specific TA, and include but are not limited to the following examples:

- a) Experience in conducting Joint Application Design (JAD) sessions with clients;
- b) Experience in project planning, requirements gathering, and execution tasks in support of platform initiatives
- c) Experience in working with clients to gather requirements and developing information technology plans associated to those requirements
- d) Experience in migrating enterprise scale applications from one infrastructure to another
- e) Experience in information technology governance processes within the Government of Canada
- f) Experience in data analysis able to look at datasets on various platforms and identify and understand inconsistencies and how they relate to technology processes
- g) Knowledge / experience of Agile and Scrum based project methodology
- h) Ability to produce concise and accurate specifications of business needs
- Knowledge / experience of system development projects supported by Microsoft Team Foundation System and/or SharePoint;
- Experience on implementing Shared Services in a government department, including experience interacting with PWGSC and TBS;
- k) Knowledge of enterprise-wide process improvement/implementation;



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3.0 Responsibilities and Tasks

The following provides a description of the responsibilities, tasks and duties to be performed by each resource category.

The required services will be related to one or more of the activities listed below

(Note: these activities are not inclusive of the entire spectrum of activities which may require the involvement of Contractor personnel):

I.7 Platform Analyst Level 3 (*)

- 1. Develop and document detailed statement of requirements for the proposed platform.
- 2. Analyze functional requirements to identify information, procedures and decision flows.
- Evaluate existing procedures and methods (including those leveraging virtualization technologies), identify and documents database content, structure, and application subsystems, and develop data dictionary.
- Define and document interfaces of manual to automated operations within sub-systems, to external systems and between new and existing systems.
- 5. Define input/output sources, including detailed plan for technical design phase, and obtain approval for system proposals.
- 6. Design and document in detail all system components, interfaces and operational environment.
- 7. Design data structures and files, sub-systems and modules, programs, batch, on line, and production monitoring procedures, testing strategy and systems.
- 8. Document system design, concepts and facilities, present and obtain approval of detailed system designs.
- Produce operational systems documentation including all forms, manuals, programs, data files and procedures.

I.7 Platform Analyst Level 1 / Level 2 (*)

- Assists in the development and documentation of detailed statement of requirements for the proposed platform.
- 2. Analyze functional requirements to identify information, procedures and decision flows.
- 3. Evaluate existing procedures and methods, identify and documents database content, structure, and application sub-systems, and develop data dictionary.
- 4. Assists in defining and documenting interfaces of manual to automated operations within sub-systems, to external systems and between new and existing systems.
- 5. Assists in defining input/output sources, including detailed plan for technical design phase, and for the purpose of obtaining approvals for system proposals.



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- 6. Design and document in detail all system components, interfaces and operational environment.
- 7. Design data structures and files, sub-systems and modules, programs, batch, on line, and production monitoring procedures, testing strategy and systems.
- 8. Assists in the documentation of system design, concepts and facilities, in order to present and obtain approvals of detailed system designs.
- 9. Produce operational systems documentation including all forms, manuals, programs, data files and procedures.

B.6 Business System Analyst Level 3 (*)

- Develop and document a detailed statement of requirements for the proposed alternative recommended in the preliminary analysis report.
- Perform business analyses of functional requirements to identify information, procedures, and decision flows.
- Evaluate existing procedures and methods, identify and document items such as database content, structure, application subsystems, and develop data dictionary.
- 4. Define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems.
- Identify candidate business processes for re-design, prototype potential solutions, provide trade-off information and suggest a recommended course of action. Identify the modifications to the automated processes.
- Interact and report with both clients and senior management (defined as Director General or above) on project status, issues and results
- 7. Support and use the selected departmental methodologies.

B.6 Business System Analyst Level 1 / Level 2 (*)

- 1. Assists in the development and documentation of detailed statement of requirements for the proposed alternative recommended in the preliminary analysis report.
- 2. Perform business analyses of functional requirements to identify information, procedures, and decision flows.
- Evaluate existing procedures and methods, identify and document items such as database content, structure, application subsystems, and develop data dictionary.
- 4. Define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems.



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- 5. Assists in identifying candidate business processes for re-design, prototype potential solutions, provide trade-off information and suggest a recommended course of action. Identify the modifications to the automated processes.
- 6. Interact and report with both clients and management (defined as Director or above) on project status, issues and results
- 7. Support and use the selected departmental methodologies.

Notes:

(*) The similarity between the different categories for Level 2 and 3 are intentional and is differentiated primarily on the complexity of the project or portfolio associated to the eventual task authorization. This will be defined in the Statement of Work associated to the individual Task Authorization.

4.0 Deliverables

The following deliverables are associated with this "Statement of Work" but are not limited to:

- The actual requirements for resources will be identified on an "as-and-when-requested" basis through an approval Task Authorization (TA).
- In addition to the services described in each resource category, while performing the Work each resource must provide to or a representative of a GC entity technical advice and the transfer of functional knowledge through the provision of written documents and individual and group training.
- The Contractor must provide the deliverables in draft, final or both forms to the Technical Authority or their representative as specified in each Task Authorization (TA). The scope and specific content of each deliverable will be submitted to the Technical Authority for review and to determine acceptance.
- The final copies of the deliverables must incorporate the comments received and changes requested by the Technical Authority or their representative and will be delivered on or before the end date specified in each TA.
- Each resource must submit a weekly status report to the Technical Authority conforming to the report format specified in each TA.
- The schedule, format and content of each deliverable shall be mutually agreed to by the Task Authorization (TA) and the Contractor in writing and will be based on the TA's organization standards.
- Documentation deliverable shall be in hard copy format and electronic copy format using Microsoft (MS)
 Office suite of products, or agreed to by the contractor and the Technical Authority in the event other
 formats would be suitable.
- Progress (status) reports. The contractor shall prepare a written status and progress reports on the work performed for the project, which is to be attached to the monthly timesheet claim. At a minimum progress reports shall contain the following information:
 - All significant activities performed by the Contractor(s) during the period,
 - Status of all action/decision items, as well as a list of outstanding activities,
 - ♦ A description of any problems encountered which are likely to require the attention of the Technical Authority and any recommendations relating to the conduct of the work.
 - Current milestones with planned dates, progress since last report, issues encountered, and next steps,
 - Hours expended by the Contractor against the task during the reporting period,
 - Highlight the expectations/deliverables for the coming month, week and quarter.
- Progress reports and timesheets must also be included when sending the invoice.



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4.1 Format of Deliverables

The following formats of deliverables are associated with this "Statement of Work" and not limited to: Progress reports must be submitted to the Technical Authority by email.

Unclassified and Protected-A documents can be submitted by email within the GC email system. Protected-B documents must be encrypted using a GC PKI Key then can be submitted within the GC email system. Secret documents (if applicable) must include one hard copy and one copy in electronic format (CD, DVD, or USB) and shall be hand delivered to the Technical Authority.

Deliverables must be editable in Microsoft Office Suite (e.g., Word, Excel, PowerPoint and Visio) version 2007 or newer.

4.2 Reporting Requirements

Every Contractor engaged through a Task Authorization of any of the Resulting Contracts must produce a monthly status report, which at a minimum will include the following elements:

- a) Accomplishments: All activities completed during the previous period.
- b) Planned Activities: All activities planned for the next period.
- c) Unplanned Activities: All activities completed which were not planned for the period.
- d) **Risks, Issues and Mitigation**: All risks and issues identified, with probability of occurrence, impact, and measures applied to mitigate the risks.
- e) **Time Management Report:** The amount of time spent on the various project activities.

5.0 Constraints

5.1 Regular Meetings

The contract's Project Authority must meet with the Technical Authority or their representative on a priority basis or as requested to discuss any issues associated with the provision of the required Informatics Professional Services. These meetings will be at no additional cost

5.2 Normal Working Hours

Normal working hours will be no earlier than 07:00 to no later than 18:00 EST Monday through Friday (with the exception of statutory holidays as defined by the province of work). The Contractor will be expected to work 7.5 hours/day within normal working hours, unless arrangements are made ahead of time with the Technical Authority. The Technical Authority will authorize additional hours of work in advance at the same rate as normal office hours.

The Contractor will normally work during regular business hours, at locations as agreed upon by the Contractor and the Technical Authority. For the duration of the contract all personnel must be available to work outside normal office hours as required. On-call and overtime may be required.



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5.3 Work Location

The Contractor's work will be performed on-site at Shared Services Canada or off-site (at the discretion of the Technical Authority/Manager).

Shared Services Canada is located within the National Capital Region and access to IT systems and infrastructure will be made available as required.

Over the duration of the contract, the main location of business of SSC's various locations or Branches may change but will remain in the National Capital Region (NCR), and no costs will be paid by SSC to the Contractor to compensate for any costs associated with such transition. The Contractor is required to attend meetings at SSC and at key GOC stakeholders, but no significant travel will be required. All expenses for travel within the NCR are to be paid by the Contractor.

5.4 Travel Requirements

There is no travel requirement expected to conduct the Statement of Work.

However, If travel is deemed necessary, Travel and Living expenses will only apply when the Contractor is required to work outside the NCR. If required, the Project Authority must authorize travel in advance, in writing.

Invoices for the Travel and Living costs are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with no allowance for mark-up or profit. Charges for air travel shall not exceed that for economy travel.

5.5 Language Requirements

The Contractor must be able to communicate in English or French effectively, both orally and written. Given that this position will require the candidate to write architectural documents, it is essential that the Contractor have extensive experience on writing such documents.

6.0 Certifications/Disclosure of Conflict of Interest and Non-Disclosure

All work carried out by the contractor with respect to this Statement of Work, will remain the property of the Crown. All reports, documentation, conversations, and extensions thereto shall remain the property of the Crown and the Contractor shall not divulge, disseminate or reproduce such reports and/or documentation to any other person without the prior written permission of the Crown.

Appendix D certification and Append E Disclosure of Conflict of Interest and Non-Disclosure agreement are to be completed prior to task award for each resource

7.0 Desktop Requirements

The Contractor will be provided with a computing device which is required in order to interface with the SSC LAN in order to perform their specified tasks. The Contractor will also be required to ensure that the device is secured at all times.



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8.0 Security Clearance

The contractor must be cleared to a <u>minimum of **Level 2 - Secret**</u> throughout the course of the contract. Bidder must specify security clearance file number and expiration date.

9.0 Proprietary Information

All information and documents made available to the contractor during the course of this project are deemed proprietary, and shall be returned to the Crown upon completion of the tasks specified in the Statement of Work or upon termination of the contract.

10.0 Interpretation

In the case of disputes regarding interpretation of status of this Statement of Work or any of the terminology contained herein, the ruling of the Technical Authority shall prevail.



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APPENDIX A TO ANNEX B

TASK AUTHORIZATION PROCEDURES

1. TA Request

- (a) Where a requirement for a specific task has been identified and a TA is to be provided to the Contractor in accordance with the allocation methodology described in the Contract Article titled "Task Authorization", a TA Form, as attached at Appendix B to Annex B, will be prepared by the Technical Authority and sent to the Contractor.
- (b) A TA Form will contain the following information, if applicable:
 - (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the date by which the Contractor's response must be received by the Contracting Authority;
 - (iv) a brief statement of work for the task identifying the resource category(ies), level and specialty required and describing the activities to be performed including any deliverables;
 - (v) the interval during which the task is to be carried out (beginning and end dates);
 - (vi) the number of person-days of effort required;
 - (vii) the specific work location; and
 - (viii) any other constraints that might affect the completion of the task.

2. TA Quotation

- (a) Once it receives the TA Form, the Contractor must submit a quotation to the Contracting Authority, identifying its proposed resources and detailing the cost and time to complete the task(s). The quotation must be based on the rate(s) set out in the Contract. The Contractor will not be paid for providing the quotation 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 3 working days of the request.
- (b) For each proposed resource the Contractor must supply:
 - (i) A resume and completed Appendix C to Annex B for the Category (ies) of Personnel and level(s) identified in the TA Form. The Contractor's quotation must demonstrate that each proposed resource meets the mandatory requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (A) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work.
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. For post-secondary education, Canada will only accept credentials from institutions recognized by the Department of Education of any Canadian province, or for those obtained in a foreign country, by either of the credential assessment organizations listed on the Website: http://www.cicic.ca/
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.



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- (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the individual's resume does not include the relevant dates for the experience claimed (i.e., the start date and end date).
- (F) For work experience to be considered by Canada, the Contractor's response must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (ii) The following security information:

SECURITY INFORMATION	CONTRACTOR TO INSERT DATA
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

- (iii) Certifications at Appendix D to Annex B (as applicable).
- (c) The quotation must be submitted to the Contracting Authority within the time for response identified in the TA Form. The Contractor will be given a minimum of 72 hours turnaround time to submit a quotation.

3. Resource Assessment

- (a) Each proposed resource will be assessed for compliance with the mandatory requirements identified in Appendix C to Annex B applicable to that Category of Personnel. Proposed resources that do not comply with each and every mandatory criteria will not be accepted.
- (b) Canada reserves the right to request references from the Contractor to conduct a reference check to verify the accuracy of the information provided. If references are requested, Canada will conduct the reference check in writing by e-mail (unless the contact at the reference is only available by telephone). A Contractor will not be responsive to a mandatory requirement unless the response is received to an e-mail reference check request within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information evaluated. The mandatory requirement will not be considered met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will the mandatory requirement be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.



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4. TA Acceptance

- (a) Once the Contractor's quotation has been accepted by the Contracting Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (b) The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a fully signed TA Form has been received, and any work performed in its absence is done at the Contractor's own risk.



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Appendix B to Annex B - EXAMPLE: Task Authorization Request and Acceptance Form Sigma Task Authorization form will be accepted as well.

APPENDIX B OF ANNEX B

TASK AUTHORIZATION (TA) FORM							
CONTRACTOR		(Contrac	T NUMBER:			
COMMITMENT #]	FINANCIAL CODING:				
TASK NUMBER]	ISSUE DAT	TE:	RESPONSE R	EQUIRED BY:	
(AMENDMENT):							
1. STATEMENT OF	WORK (WORK AC	TIVITIES .	AND DELI	VERABLES):			
SEE ATTACHED FOR	R STATEMENT OF W	ORK AND	CERTIFICA	TIONS REQUIRED.			
2. PERIOD OF SER	VICES:	FROM (I	DATE):		TO (DATE):		
3. WORK LOCATION	ON:						
4. Travel Requi	REMENTS:						
5. Language Reg	QUIREMENTS:						
6. OTHER CONDIT	IONS/CONSTRAINTS	S:					
7. LEVEL OF SECU	RITY CLEARANCE F	REQUIRED	FOR THE	CONTRACTOR' PEI	RSONNEL:		
RESOURCE CATEGORY	NAME OF PROPOSED RESOURCE	PWGSC SECURIT NUMBER	TY FILE	PER DIEM RATE	ESTIMATED # OF DAYS	TOTAL COST	
	RESOURCE	TTOMBE	IX.				
					ESTIMATED COST		
					GST		
				Тотл	AL LABOUR COST		
	ESTIMATED	TRAVEL	COST (IN A	ACCORDANCE WITH	TBS GUIDELINES)		
				TOTAL	ESTIMATED COST		
8. Signing Autho	ORITIES:						
Name, Title and Si		Contract	tor (signati	ure)	Date:		
Individual Authori	zed to Sign on						
Behalf of Contractor							
Name, Title and Si		SSC-PV	'R (signatu	ıre)	Date:		
Individual Authori							
Behalf of SSC – PVR (Technical							
Authority)							
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 in any attached sheets at the price set out thereof.							



Appendix C to Annex B

RESPONSE TEMPLATES

The following criteria are Used for the response to the RFP (i.e. 2 resources per category and level level 2 & 3 only) and will be used to evaluate resources at the Task Authorization (TA) stage.

RESOURCE ASSESSMENT CRITERIA AND RESPONSE TEMPLATES

I.7 Platform Analyst (Level 3)

		Contractor's R	•		
Criteria	Mandatory Requirement	Demonstrated Experience	Insert Page # of Resume		
M.1	 The Bidder must provide one of the following: A minimum of a three year college diploma(computer science or other IT related field; OR A university degree at the Bachelor level in Information Technology (computer science or engineering) or other IT related field; OR A minimum of ten (10) years (in the last 15 years) work experience in the IT field. A copy of the college diploma, university degree or certification must be provided when submitting a resource for consideration to the Technical Authority. 				
M.2	The proposed resource must clearly substantiate and demonstrate a minimum of ten (10) years' experience performing tasks similar to those specified in the attached SOW.				
M.3	The proposed resource must demonstrate a minimum of five (5) years' experience with virtualization technologies, including VMWare or Citrix or Microsoft.				
M.4	The proposed resource must demonstrate a minimum of 5 years' experience integrating data centre solutions with both networks and security platforms (including firewalls).				
M.5	The proposed resource must demonstrate, using project descriptions, that the proposed resource has worked as a Platform Analyst on a minimum of two (2) different projects in IT organizations similar or greater in size and complexity to Shared Services Canada, in which the proposed resource evaluated, recommended and implemented transformations related to VMWare or Citrix or Microsoft. For each project, the Bidder must include: Name of client organization Client organization phone number and email of contact Duration of the project Description of the contract including scope				
M.6	The proposed resource must hold a minimum of a valid Secret Security Clearance issued by PWGSC-CISD and provide both file number and expiry date.				

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I.7 Platform Analyst (Level 1 / Level 2)

The following mandatory category criteria are provided for information purposes only which will be used to evaluate resources at the Task Solicitation (TS) stage. In solicitations where level 2 and level 1 resource requirements are sought the mandatories below will be edited accordingly.

		Contractor's F	Response
Criteria	Mandatory Requirement	Demonstrated Experience	Insert Page # of Resume
M.1	 A minimum of a three year college diploma(computer science or other IT related field; OR A university degree at the Bachelor level in Information Technology (computer science or engineering) or other IT related field; OR A minimum of five (5) years (in the last ten (10) years) work experience in the IT field. A copy of the college diploma, university degree or certification must be provided when submitting a resource for consideration to the Technical Authority.		
M.2	The proposed resource must clearly substantiate and demonstrate a minimum of five (5) years' experience performing tasks similar to those specified in the attached SOW.		
M.3	The proposed resource must demonstrate a minimum of two (2) years' experience integrating data centre solutions with both networks and security platforms (including firewalls).		
M.4	Must hold a minimum of a valid Secret Security Clearance issued by PWGSC-CISD and provide both file number and expiry date.		



B.6 Business System Analyst (Level 3)

		Contractor's R	Response
Criteria	Mandatory Requirement	Demonstrated Experience	Insert Page # of Resume
M.1	 The Bidder must provide one of the following: A university degree at the Bachelor level in Information Technology (computer science or engineering), Business, or other a related field to the position; OR A minimum of ten (10) years (in the last 15 years) work experience in the IT field. A copy of the college diploma, university degree or certification must be provided when submitting a resource for consideration to the Technical Authority. 		
M.2	The proposed resource must clearly substantiate and demonstrate a minimum of ten(10) years' experience performing tasks similar to those specified in the attached SOW.		
M.3	The proposed resource must demonstrate a minimum of three (3) projects in which the resource brought a project to approval through a complete Government of Canada governance process.		
M.4	The proposed resource must demonstrate a minimum of five (5) years' experience supporting senior management (Director General or above) with strategic direction and planning associated to Information Technology projects or initiatives.		
M.5	The proposed resource must hold a minimum of a valid Secret Security Clearance issued by PWGSC-CISD and provide both file number and expiry date.		

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B.6 Business System Analyst (Level 1 / Level 2)

The following mandatory category criteria are provided for information purposes only which will be used to evaluate resources at the Task Solicitation (TS) stage. In solicitations where level 1 and level 2 resource requirements are sought the mandatories below will be edited accordingly.

		Contractor's R	Response	
Criteria	Mandatory Requirement	Demonstrated Experience	Insert Page # of Resume	
M.1	 The Bidder must provide one of the following: A minimum of a three year college diploma(computer science or other IT related field; OR A university degree at the Bachelor level in Information Technology (computer science or engineering) or other IT related field; OR A minimum of five (5) years (in the last ten (10) years) work experience in the IT field. A copy of the college diploma, university degree or certification must be provided when submitting a resource for consideration to the Technical Authority. 			
M.2	The proposed resource must clearly substantiate and demonstrate a minimum of five (5) years' experience performing tasks similar to those specified in the attached SOW.			
М.3	Must hold a minimum of a valid Secret Security Clearance issued by PWGSC-CISD and provide both file number and expiry date.			
M.4	The proposed resource must demonstrate a minimum of three (3) years' experience supporting management (Director or above) with strategic direction and planning associated to Information Technology projects or initiatives.			





Point Rated Requirements

The following examples are some, but not an exclusive list, of the point-rated requirements which will be used to create evaluation grids for each proposed resource in the relevant resource category of the Task Solicitation process:

I.7 Platform Analyst (Level 3)

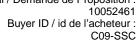
#	Point-Rated Requirement	Max Points	Evaluation Criteria
R.1	The proposed resource must clearly demonstrate experience as a Platform Analyst on IM/IT projects in each of the following: a. Preparing assessment(s) on the current state of the technical design, and detailing technical requirements. b. Developing detailed requirements and strategies to meet business, functional and application requirements. c. Working with Rational Databases Oracle or SQL Server d. Providing application analysis, design, development, testing, monitoring, or capacity planning e. Performing at least 70% of the associated tasks listed in the Statement of Work	35	Point Scale: 1 projects 5 pts 2 projects 10 pts 3 projects 15 pts 4 projects 20 pts ≥ 5 projects 35 pts Referenced projects should be a minimum of six months in duration and performed within the last 10 years To be considered, each reference project should include: • Client Organization Name • Client Contact Name & Title • Project start and end dates (yy/mm) and • Description of the project's scope
R.2	The proposed resource must clearly demonstrate experience deploying VMWare engineering, architectural planning and implementation of VMWare services.	30	Point Scale: 1 projects 5 pts 2 projects 10 pts 3 projects 20 pts > 4 projects 30 pts
R.3	The proposed resource must clearly demonstrate experience in the migration of enterprise (Department wide) platforms/operating systems in an IM/IT environment.	27	Evaluation Grid: The Bidder will receive up to nine (9) points for each project (Max 3) that clearly and fully demonstrates criterion as indicated above. Point Scale: Using automated 3 pts tools Defining processes 3 pts and procedures, Successful 3 pts implementation of the migration plans



#	Point-Rated Requirement	Max Points	Evaluation Criteria
R.4	The proposed resource must clearly demonstrate experience reviewing infrastructure requirements, including data centre, network and security, and developing infrastructure recommendations to support those requirements	35	Point Scale: 1-2 years
R.5	The proposed resource must clearly demonstrate experience with strong communications and presentation skills through years' experience on working directly with end clients (frequent interaction) associated to information technology projects.	35	Point Scale: 1-2 years
R.6	The proposed resource must clearly demonstrate experience working with GoC Secure Remote Access.	20	Point Scale: 2-3 years
R.7	The proposed resource must clearly demonstrate experience in knowledge transfer and cross training within a multidisciplinary organization.	15	Point Scale: 2-3 years 5 pts 4 years 10 pts ≥5 years 15 pts
R.8	The proposed resource must clearly demonstrate within the last 5 years knowledge and experience in gathering, prioritizing, analyzing and consolidating business requirements via interacting with the end users of one/multiple services and various project/program stakeholders	15	Point Scale: 2-3 years 5 pts 4 years 10 pts ≥5 years 15 pts
R.9	The proposed resource must clearly demonstrate within the last 5 years knowledge and experience in identifying and documenting current state processes (business or operations)	15	Point Scale: 2-3 years 5 pts 4 years 10 pts ≥5 years 15 pts
R.10	The Proposed resource must clearly demonstrate within the last 5 years experience, with Application software development and/or Application software architecture	15	Point Scale: 2-3 years 5 pts 4 years 10 pts ≥5 years 15 pts
	Total Score	150	



#	Point-Rated Requirement	Max Points	Evaluation Criteria
Minimum Score (70%)		105	





I.7 Platform Analyst (Level 1 / Level 2)

Shared Services Canada

Services partagés Canada

Criteria	Point-Rated Requirements	Max Point s	Evaluation Criteria
R.1	The proposed resource must clearly demonstrate within the last 7 years, experience as a Platform Analyst. Performing at least 70% of the associated tasks listed in the Statement of Work	20	Point Scale: 1 projects 5 pts 2 projects 10 pts 3 projects 15 pts > 4 projects 20 pts
R.2	The proposed resource must clearly demonstrate experience in the migration of enterprise (Department wide) platforms/operating systems in an IM/IT environment.	18	Evaluation Grid: The Bidder will receive up to nine (9) points for each project (Max 2) that clearly and fully demonstrates criterion as indicated above. Point Scale: Using automated 3 pts tools Defining 3 pts processes and procedures, Successful 3 pts implementation of the migration plans
	Maximum Score	38	
	Minimum Score	N/A	

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B.6 Business System Analyst (Level 3)

#	Point-Rated Requirements	Max Points	Demonstrated Experience
R.1	The proposed resource must clearly demonstrate experience as a Business System Analyst on IM/IT projects in each of the following: a) Preparing assessment(s) on the current state of the technical design, and detailing technical requirements. b) Developing detailed requirements and strategies to meet business, functional and application requirements. c) Working with Rational Databases Oracle or SQL Server d) Providing application analysis, design, development, testing, monitoring, or capacity planning e) Performing at least 70% of the associated tasks listed in the Statement of Work	35	Point Scale: 1 projects 5 pts 2 projects 10 pts 3 projects 20 pts ≥5 projects 35 pts Referenced projects should be a minimum of six months in duration and performed within the last 10 years To be considered, each reference project should include: • Client Organization Name • Client Contact Name & Title • Project start and end dates (yy/mm) and • Description of the project's scope
R.2	The propose resource must clearly demonstrate, using project descriptions, that the proposed resource has experience in preparing analyzing data and preparing gap analysis results for senior management (defined as the Director General level and above)	20	Point Scale: 1 projects 5 pts 2 projects 10 pts 3 projects 15 pts > 4 projects 20 pts
R.3	The proposed resource must clearly demonstrate that the proposed resource has experience in the migration of enterprise (Department wide) platforms/operating systems in an IM/IT environment within the last 7 years.	18	Evaluation Grid: The Bidder will receive up to six (6) points for each project (Max 3) that clearly and fully demonstrates criterion as indicated above. Point Scale: Defining processes 3 pts and procedures, Successful 3 pts implementation of the migration plans.



#	Point-Rated Requirements	Max Points	Demonstrated Experience
R.4	The proposed resource must clearly demonstrate gathering infrastructure requirements, including data centre, network and security, and coordinating the development of infrastructure recommendations to support those requirements.	35	Point Scale: ≥ 1 < 3 years 10 pts ≥ 3 < 5 years 15 pts ≥ 5 < 7 years 20 pts ≥ 7 years 35 pts
R.5	The proposed resource must clearly demonstrate strong communications and presentation skills through years' experience on working directly with end clients (frequent interaction) associated to information technology projects.	35	Point Scale: ≥ 1 < 3 years 10 pts ≥ 3 < 5 years 15 pts ≥ 5 < 7 years 20 pts ≥ 7 years 35 pts
R.6	The proposed candidate must clearly demonstrate, using project description that the proposed resource has experience identifying information technology business processes for re-design, prototype potential solutions providing options and suggest a recommended course of action.	35	Point Scale: ≥ 1 < 3 years 10 pts ≥ 3 < 5 years 15 pts ≥ 5 < 7 years 20 pts ≥ 7 years 35 pts
R.7	The proposed resource must clearly demonstrate experience in knowledge transfer and cross training within a multidisciplinary organization.	15	Point Scale: 2-3 years 5 pts 4 years 10 pts ≥ 5 years 15 pts
R.8	The proposed resource must clearly demonstrate within the last 5 years knowledge and experience in gathering, prioritizing, analyzing and consolidating business requirements via interacting with the end users of one/multiple services and various project/program stakeholders	15	Point Scale: 2-3 years 5 pts 4 years 10 pts ≥ 5 years 15 pts
R.9	The proposed resource must clearly demonstrate within the last 5 years knowledge and experience in identifying and documenting current state processes (business or operations)	15	Point Scale: 2-3 years 5 pts 4 years 10 pts ≥ 5 years 15 pts
	Maximum Score	223	
	Minimum Score (70%)	156.1	

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B.6 Business System Analyst (Level 1 / Level 2)

Criteria	Point-Rated Requirements	Max Points	Demonstrated Experience
R.1	The proposed resource must clearly demonstrate that the proposed resource has experience as a Business System Analyst. Performing at least 70% of the associated tasks listed in the Statement of Work	20	Point Scale: 1 projects 5 pts 2 projects 10 pts 3 projects 15 pts > 4 projects 20 pts
R.2	The proposed resource must clearly demonstrate experience in the migration of enterprise (Department wide) platforms/operating systems in an IM/IT environment.	18	Evaluation Grid: The Bidder will receive up to nine (6) points for each project (Max 3) that clearly and fully demonstrates criterion as indicated above. Point Scale: Defining processes 3 pts and procedures, Successful 3 pts implementation of the migration plans.
	Maximum Score	38	
	Minimum Score	N/A	



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APPENDIX D TO ANNEX B

CERTIFICATIONS AT THE TASK AUTHORIZATION STAGE

 Education and Experier 	ıce
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The Contractor certifies that all the information provided in the resume(s) and supporting material submitted, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that the individual(s) proposed is capable of performing the Work described in the Contract. Canada reserves the right to verify any information provided in this regard, and untrue statements may result in the TA response being declared non-responsive or another action the Minister may consider appropriate.				
Print name of authorized individual & sign above	Date			
2. Status of Personnel				
If the Contractor has proposed any individual in fulfillment of this Contractor, the Contractor hereby certifies that it has written per such person) to propose the services of such person in relation to Contract and to submit such person's resume to Canada. The Contracting Authority, provide a written confirmation, signed by to Contractor.	mission from such person (or the employer of to the work performed in fulfillment of this ontractor must, upon request from the			
Print name of authorized individual & sign above	Date			
3. Availability of Personnel				
The Contractor certifies that, should it be authorized to provide the Contract, the resource(s) proposed in the TA response will be as Work within a reasonable time from the date of acceptance of the specified in the TA Form, and will remain available to perform the requirement.	vailable to commence performance of the e Task Authorization, or within the time			
Print name of authorized individual & sign above	Date			
4. Certification of Language				
The Contractor certifies that the proposed resource(s) in responsindividual(s) proposed is/are able to communicate orally and in winimal errors in English.				
Print name of authorized individual & sign above	Date			



ANNEX C

Annex "C" Insurance Requirements C.1 Commerical General Liability Insurance

- 1. Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The following endorsements must be included:
 - a. Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by [insert client department's name] and/or Public Works and Government Services Canada.

- b. Notice of Cancellation or Amendment: The Insurer agrees to provide the Contracting Authority thirty (30) calendar days written notice of policy cancellation.
- c. Cross Liability: Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy shall, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.
- e. Contingent Employer's Liability: To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.
- f. Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, shall be included as additional insured.
- g. Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries without determination of liability.
- h. Non-owned Automobile: To protect the Contractor for liabilities arising by its use of vehicles owned by other Parties.
- i. Products and Completed Operations Broad Form: While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.

C.2 Errors and Omissions Liability Insurance

- 1. Errors and Omissions Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If this is a claims made policy and the duration of the Contract exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Contractor.
- 3. The following endorsement must be included:

Notice of Cancellation or Amendment: The Insurer agrees to provide the Contracting Authority thirty (30) calendar days written notice of cancellation.

Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:



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Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

(A) A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

(b) Errors and Omissions Liability Insurance

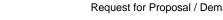
- (i) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive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

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





ANNEX D **Code of Conduct and Certification** Adresse de courriel /E-mail Address: Ministère/Department: Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier Adresse du fournisseur / Supplier Address **NEA du fournisseur / Supplier PBN** Numéro de la demande de soumissions (ou numéro du contrat proposé) **Solicitation Number (or proposed Contract Number)** Membres du conseil d'administration (Utilisez le format - Prénom Nom) **Board of Directors (Use format - first name last name)** 1. Membre / Director 2. Membre / Director 3. Membre / Director 4. Membre / Director 5. Membre / Director 6. Membre / Director 7. Membre / Director 8. Membre / Director 9. Membre / Director 10. Membre / Director **Autres Membres/ Additional Directors:**





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Annex "E" Security Requirement Check List



Request for Proposal / Demande de Proposition : 10052461 Buyer ID / id de l'acheteur : C09-SSC

	iovernment f Canada
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Gouvernement du Canada

Contract Number / Numéro du contrat	
RAS 16-42895	
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 / 2. Branch or Directorate / Direction générale ou Direction							
Ministère ou organisme gouvernemental d'origine	SSC	DCSB/SISD			ale ou Direction		
3. a) Subcontract Number / Numéro du contrat de sor		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant					
o. a) outcontract Name of Thame of a contract of Sol	s. b) Name and Address of Subcontractor / Nomer adjesse of Subcontractor / Nomer adjesses of Subcontractor / Nom						
4. Brief Description of Work / Brève description du tra	4. Brief Description of Work / Brève description du travail						
Supply Arrangement for Platform Analysts and Business	System Analysts						
]					1		
5. a) Will the supplier require access to Controlled Go	onds?				No Yes		
Le fournisseur aura-t-il accès à des marchandis					Non Oui		
5. b) Will the supplier require access to unclassified n		a subject to the provision	ns of the Te	chnical Data Control	No Yes		
Regulations?	mitary tournaut dut	a cabject to the provious		omioa bata oomio	Non Oui		
Le fournisseur aura-t-il accès à des données tec	hniques militaires n	on classifiées qui sont a	ssujetties a	ux dispositions du Règlement			
sur le contrôle des données techniques?							
Indicate the type of access required / Indiquer le ty	/pe d'accès requis						
6. a) Will the supplier and its employees require acce					No Yes		
Le fournisseur ainsi que les employés auront-ils		gnements ou à des biens	s PROTÉGI	ÉS et/ou CLASSIFIÉS?	L Non ✓ Oui		
(Specify the level of access using the chart in Qu							
(Préciser le niveau d'accès en utilisant le tableau 6. b) Will the supplier and its employees (e.g. cleaner			o restricted	access areas? No access to	No Yes		
PROTECTED and/or CLASSIFIED information of	s, mannenance per or assets is nermitte	d	o restricted	access aleas? No access to	Non L Oui		
Le fournisseur et ses employés (p. ex. nettoyeur			des zones d	d'accès restreintes? L'accès			
à des renseignements ou à des biens PROTÉG	ÉS et/ou CLASSIFII	S n'est pas autorisé.					
6. c) Is this a commercial courier or delivery requirem					/ No Yes		
S'agit-il d'un contrat de messagerie ou de livrais	on commerciale sa	ns entreposage de nuit?			Non Oui		
7. a) Indicate the type of information that the supplier	will be required to a	ccess / Indiquer le type	d'informatio	n auquel le fournisseur devra	avoir accès		
Canada 🗸	NATO	/OTAN		Foreign / Étranger			
		7 OTAIL		1 Oreign / Edunger			
7. b) Release restrictions / Restrictions relatives à la c	All NATO countrie			No release restrictions			
Aucune restriction relative	Tous les pays de		1	Aucune restriction relative			
à la diffusion	Toda les pays de	L		à la diffusion	\Box		
					1		
Not releasable]						
À ne pas diffuser	1				\		
Restricted to: / Limité à :	Restricted to: / Lin	aité à .		Restricted to: / Limité à :			
					\sqcup		
Specify country(ies): / Préciser le(s) pays :	Specify country(ie	s): / Préciser le(s) pays :	:	Specify country(ies): / Précise	er le(s) pays :		
			- 1				
1					1		
7. c) Level of information / Niveau d'information							
PROTECTED A	NATO UNCLASS	FIED		PROTECTED A			
PROTÉGÉ A LY	NATO NON CLAS	SIFIÉ	l 1	PROTÉGÉ A			
PROTECTED B	NATO RESTRICT		1	PROTECTED B			
PROTÉGÉ B 🛂	NATO DIFFUSIO		! !	PROTÉGÉ B			
PROTECTED C	NATO CONFIDEN			PROTECTED C			
PROTÉGÉ C V	NATO CONFIDEN	TIEL	i	PROTÉGÉ C			
CONFIDENTIAL .	NATO SECRET		l 1	CONFIDENTIAL			
CONFIDENTIEL	NATO SECRET			CONFIDENTIEL			
SECRET COSMIC TOP SECRET SECRET							
SEORE!	COSMIC TRÈS S	ECRET L	I ≬	SECRET			
TOP SECRET			I	TOP SECRET			
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canadä



Contract Number / Numéro du contrat

RAS 16 - 42895



Shared Services Canada Services partagés Canada

Gouvernement du Canada

Government of Canada

10052461 Buyer ID / id de l'acheteur : C09-SSC

	Security Classification / Classification de sécurité Unclassified					
PART A (continued) I 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 renselgnements ou à des blens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? 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 blens INFOSEC de nature extrêmement délicate? No Ves						
Short Title(s) of material / Titre(s) abrégé(s) du matériel :	SEC de nature extrêmement délicate?					
Document Number / Numéro du document : PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURN 10. a) Personnal security screening level required / Niveau de contrôle de la	SSEUR)					
RELIABILITY STATUS CONFIDENTIAL	SECRET TOP SECRET					
COTE DE FIABILITÉ CONFIDENTIEL TOP SECRET- SIGINT NATO CONFIDEI						
TRÊS SECRET – SIGINT NATO CONFIDE	NTIEL NATO SECRET COSMIC TRÈS SECRET					
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?						
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?						
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-li tenu de protéger des renseignements ou des biens COMSEC? No Non Oul						
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 foumisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?						
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 foumisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGES et/ou CLASSIFIES?						
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 étectronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernmentale? No Ves Non Ves No						
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Request for Proposal / Demande de Proposition : Buyer ID / id de l'acheteur : C09-SSC

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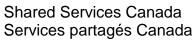
PART C - (continue For users comples site(s) or premise Les utilisateurs q niveaux de sauve For users comple Dans le cas des u dans le tableau ré	iting is. ui re egan iting utilis	the mpli de re the ateu	form sser quis form rs qu	n manually use nt le formulaire s aux installation n online (via th	e manuell ons du foc le Internel le formula	ement do irnisseur.), the sun ire en lig	nmary chart I	le tableau réc s automaticali	apitulatif y populat ises aux	cl-dessou led by you questions	s pou	r Ind	ique:	r, pour chaque	e catégori	e, les
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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? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.																
									Yes Oui							

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		Contract Number / Numéro du contrat	
	Government Gouvernement du Canada	RAS 16-42895.	
	of Canada du Canada	Security Classification / Classification de sécurité	
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	PART D - AUTHORIZATION / PARTIE D - AUTOR 13. Organization Project Authority / Chargé de proje	ISATION Lide Forganismo	1
	Name (print) - Nom (en lettres moulées)	Title - Titre , Signature	
	Telephone No. N° de téléphone Facsimile No.	Diaector .	
	Telephone No N° de téléphone Facsimile No.	- N° de télécopleur E-mail address - Adresse courriel Date /	
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	 Organization Security Authority / Responsable di 		
,	Name (print) - Nom (en lettres moulées)	Title - Titre DIOSOS Signature	
fer	Marc Frimacey	Die tor Soundy 11-year of	
,	Telephone No N° de téléphone Facsimile No.	- N° de télécopieur E-mail address - Adresse courriel Date	
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	to the sent dillered bedrugtions to a Coquity G	uide, Security Classification Guide) attached? Yes Out of Children Control of the Control of the Control of the Children of t	ch
	Des instructions supplémentaires (p. ex. Guide d	de sécurité, Guldo de classification de la sécurité) sont-elles jointes?	
	16. Procurement Officer / Agent d'approvisionnemer		
	Name (print) - Nom (en lettres moulées)	Title - Titre Signature	
	Town Handware		
	-JOHN HAWKINS.	- N" do Idiócopieur E-mail address - Adresse courried Date	
	Telephone No N° de téléphone Facsimile No.	John hawkins Ecanada . Ca 2017/01/27	
	17. Contracting Security Authority / Autorité contract		
	Name (print) - Nom (en lettres moulées)	Title - Titre Signature	
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