

National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Director Electronic Systems Procurement  
(DES Proc) 5  
Attention: Credo Adenka

By e-mail to: Credo.Adenka@forces.gc.ca

#### Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

#### Proposition à : Défense nationale Canada

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

#### Comments – Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT. DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ.

<b>Title – Titre</b> TBIPS – CA PPM CONFIGURATION AND MAINTENANCE SERVICES	<b>Solicitation No. – N° de l'invitation</b> W6369-18-P5MG
<b>Date of Solicitation – Date de l'invitation</b> 22-06-2018	
<b>Address Enquiries to: – Adresser toutes questions à :</b>  Credo Adenka by e-mail to Credo.Adenka@forces.gc.ca	
<b>Telephone No. – N° de téléphone</b>	<b>FAX No. – N° de fax</b> 613-990-3778
<b>Destination</b>  Department of National Defence DG Proc Svcs/DES Proc 5 101 Colonel By Drive Ottawa, ON K1A 0K2	

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**



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**Solicitation Closes –  
L'invitation prend fin**

At: – à :  
02:00 PM Eastern Daylight Time (EDT)

On: – le :  
12-07-2018

<b>Delivery Required – Livraison exigée</b>	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor Name and Address – Raison sociale et adresse du fournisseur</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)</b>	
Name – Nom _____	Title – Titre _____
Signature _____	Date _____

## REQUEST FOR PROPOSAL (RFP) AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

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## CA PPM CONFIGURATION AND MAINTENANCE SERVICES

### PART 1 - GENERAL INFORMATION

#### 1.1 INTRODUCTION

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

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

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

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

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

**Part 5 Certifications:** includes the certifications to be provided;

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

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

The annexes include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, the Bid Submission Form, and any other annexes.

#### 1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (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 one contract for one (1) year, plus three (3) one-year irrevocable options allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity - Certification."
- f. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the National Capital Region under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an

uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment:

1. ADRM Technology Consulting Group Corp.
  2. Deloitte Inc.
  3. Fujitsu Consulting (CANADA) Inc. /Fujitsu Conseil (Canada) Inc.
  4. Michael Wager Consulting Inc.
  5. Mindwire Systems Ltd.
  6. Modis Canada Inc.
  7. S.I. Systems Ltd
  8. The Bell Telephone Company of Canada or Bell Canada/La Compagnie de Téléphone Bell du Canada ou Bell Canada
  9. Unisys Canada Inc.
  10. Veritaaq Technology House Inc.
  11. 6362222 CANADA INC., doing business as the Createch Group
  12. Advanced Chippewa Technologies Inc.
  13. Emerion
  14. Facilité Informatique Canada Inc.
  15. Ibiska Telecom Inc. and CM Inc., as a contractual Joint Venture
- g. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- h. The Resource Categories described below are required on an as and when requested basis in accordance the TBIPS Categories of Personnel Descriptions (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

Resource Category	Level of Expertise	Estimated Number of Resources Required
A.7 Programmer/Analyst	2	1
I.10 Technical Architect	2	1
B.1 System Analyst	2	1

### 1.3 DEBRIEFINGS

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications.
  - i. Subsection 3.a of section 01, Integrity provisions—bid, is deleted in its entirety and replaced with the following:
    - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”. At the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as required by the Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names; and
  - ii. Subsection 2.d of section 05, Submission of bids, is deleted in its entirety and replaced with the following:
    - d. send its bid only to the Department of National Defence organization receiving the bids as specified on page 1 of the solicitation;
  - iii. Subsection 3 of section 05, Submission of bids, is deleted in its entirety and replaced with the following:
    3. Canada will make Notices of Proposed Procurement (NPP) available through the Government Electronic Tendering Service (GETS). Bid solicitation documents will be sent by electronic mail directly to Qualified Supply Arrangement Holders who are being invited to bid on this requirement. Bidders are advised that GETS is not responsible for the distribution of solicitation documents. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation, or related documentation would be amended, Canada will not post notifications on GETS. Canada will send all amendments, including significant enquiries received and their replies, by electronic mail directly to invited bidders. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
  - iv. Subsection 4 of section 05, Submission of bids, is amended as follows:
 

Delete: 60 days

Insert: 180 calendar days
  - v. Section 06, Late bids, is deleted in its entirety.
  - vi. The text in section 07, Delayed bids, is deleted in its entirety and replaced with the following:
 

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.



- vii. Subsection 1 of section 08, Transmission by facsimile, is deleted in its entirety.
- viii. The text in section 13, Communications—solicitation period, is deleted in its entirety and replaced with the following:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will send all significant enquiries received and their replies directly to invited Bidders by electronic mail. For further information, consult subsection 3 of the Submission of bids section.

- ix. Subsection 2 of section 20, Further information, is deleted in its entirety.

If there is a conflict between the provisions of 2003 and this document, this document prevails.

## 2.2 SUBMISSION OF BIDS

- a. Unless specified otherwise in the RFP, bids must be received by the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.
- b. **Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

## 2.3 ENQUIRIES - BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.4 FORMER PUBLIC SERVANT

- a. **Information Required**

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

**b. Definitions**

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

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

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

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

**c. Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with *Contracting Policy Notice: 2012-2* (<http://www.tbs-sct.gc.ca/hq-w-cgf/business-affaire/egcp-agc/notices-avis/2012/10-31-eng.asp>) and the *Guidelines on the Proactive Disclosure of Contracts* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

**d. Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

## 2.5 APPLICABLE LAWS

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

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

## 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

2.7 BASIS FOR CANADA'S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP) - N/A - Intentionally DELETED from this requirement.

## 2.8 VOLUMETRIC DATA

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:
- i. Section I: Technical Bid (one (1) soft copy submitted by electronic mail)
  - ii. Section II: Financial Bid (one (1) soft copy submitted by electronic mail)
  - iii. Section III: Certifications not included in the Technical Bid (one (1) soft copy submitted by e-mail)

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

- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- vii. use 8.5 x 11 inch (216 mm x 279 mm) page size;
  - viii. use a numbering system that corresponds to the bid solicitation;
  - ix. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - x. include a table of contents.
  - xi. Soft copies will be accepted in any of the following electronic formats:
    - Portable Document Format (.pdf)
    - Microsoft Word 97/2000 (.doc)
    - Microsoft Excel 97/2000 (.xls)

- c. **Canada's Policy on Green Procurement:** N/A (no hard copies required)

d. **Submission of Only One Bid:**

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

- ix. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

**e. Joint Venture Experience:**

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

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

- viii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

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

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

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

That show in total 100 billable days.

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

### 3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 3.1 with their bids. It provides a common form in which bidders can provide

information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

**SECURITY INFORMATION:**

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

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

- iii. **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment 1 to Part 4, Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 1 to Part 4, Bid Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Proposed Resources:** The technical bid must include the number of resumes, per Resource Category, as identified in Attachment 1 to Part 4. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
  - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued

by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

- D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
- E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience

v. **Customer Reference Contact Information:**

In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 1 To Part 4, Bid Evaluation Criteria.

- A. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

- vi. **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

### 3.3 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex B of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.

- b. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
  - i. the rate bid must not increase by more than 5% from one time period to the next; and
  - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

#### 3.4 SECTION III: CERTIFICATIONS

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

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

The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
  - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.
- c. **Reference Checks:**
  - i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.

If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.

- ii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iii. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- iv. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

#### 4.3 FINANCIAL EVALUATION

As part of their bid response, bidders must provide firm, all-inclusive per diem rates for each separate category of work. Canada may, but will have no obligation to, require price support to determine whether the rates can be considered reasonable. For evaluation purposes, a total estimated cost for each proposal will be calculated on the total requirements, including the contract period and any applicable option periods, using all of the required categories and levels and their estimated levels of effort as stated in the RFP.

#### 4.4 BASIS OF SELECTION

SACC Manual clause A0035T (2007-05-25) - Basis of Selection - Lowest Price Per Point

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

In the event two or more responsive bids have the same lowest evaluated price per point, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 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.

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

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

### 5.1 CERTIFICATIONS REQUIRED

Bidders must submit the following duly completed certification(s).

#### a. Integrity Provisions - Declaration of Convicted Offences

As applicable, pursuant to section 01, Integrity provisions—bid, of the Standard Instructions, the Bidder must provide a completed Integrity Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process, but should mail it directly to the Departmental Oversight Branch, Public Services and Procurement Canada, and should not include it with its bid by electronic mail.

### 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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.

#### a. Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from *Employment and Social Development Canada (ESDC) - Labour's website* ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)).

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

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

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

### 5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

#### a. Professional Services Resources

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

**For a contract(s) estimated at \$400K or less ONLY, the following applies:**

- A. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
  - B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.
- ii. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
  - iii. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
    - A. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
    - B. the name, qualifications and experience of a proposed replacement immediately available for work; and
    - C. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- A. set aside the bid and give it no further consideration; or
- B. evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- iv. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide

a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**b. Certification of Language - Essential**

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

**c. Submission of Only One Bid**

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

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 SECURITY REQUIREMENT

- a. At the date of bid closing, the following conditions must be met:
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
  - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 FINANCIAL CAPABILITY - N/A - Intentionally DELETED from this requirement.

6.3 CONTROLLED GOODS REQUIREMENT - N/A - Intentionally DELETED from this requirement.

## 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.
- b. **Client(s):** Under the Contract, the "Client" is the Department of National Defence.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term:** 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. Also, the following words and expressions have the following meaning:
  - i. Any reference to an Identified User is a reference to the Client.
  - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract.
  - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 7.2 TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Form and Content of Task Authorization:**
  - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix 2 to Annex A, DND 626, Task Authorization Form.
  - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable:
    - A. a task number;
    - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - C. the details of any financial coding to be used;
    - D. the category of resources and the number required;
    - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);

- F. the start and completion dates;
  - G. milestone dates for deliverables and payments (if applicable);
  - H. the number of person-days of effort required;
  - I. whether the work requires on-site activities and the location;
  - J. the language profile of the resources required;
  - K. the level of security clearance required of resources;
  - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Procurement Authority, within 3 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**  
To be validly issued, a TA must include the following signature(s):
- A. for any TA with a value less than or equal to \$250,000.00 (including Applicable Taxes), the TA must be signed by the Procurement Authority; and
  - B. for any TA with a value greater than this amount, a TA must be signed by the Contracting Authority.
- Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.
- e. **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by DES Proc 5-5-2. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.
- f. **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B - Basis of Payment. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be



evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

### 7.3 MINIMUM WORK GUARANTEE

- a. In this clause,
  - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
  - ii. **"Minimum Contract Value"** means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada 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.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract:
  - i. for default;
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - iii. for convenience within ten business days of Contract award.

### 7.4 STANDARD CLAUSES AND CONDITIONS

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

#### a. **General Conditions:**

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

- i. Section 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is amended as follows:
 

Delete: Minister of Public Works and Government Services

Insert: Minister of National Defence
- ii. Subsection 5 of section 22, Confidentiality, is amended as follows:
 

Delete: Public Works and Government Services (PWGSC)

Insert: Department of National Defence (DND)
- iii. Unless already present, subsection 4 of section 30 - Termination for convenience is deleted and replaced with the following subsections 4, 5 and 6:
  4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

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

**b. Supplemental General Conditions:**

The following Supplemental General Conditions apply to and form part of the Contract:

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

**c. Non-disclosure Agreement:**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Procurement Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## 7.5 SECURITY REQUIREMENT

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

PWGSC FILE # Common PS SRCL #19

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

## 7.6 CONTRACT PERIOD

- a. **Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends one (1) year later; and

- ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**b. Option to Extend the Contract:**

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

## 7.7 AUTHORITIES

**a. Contracting Authority**

The Contracting Authority for the Contract is:

Name: [ \_\_\_\_\_ ]  
 Title: [ \_\_\_\_\_ ]  
 Organization: [ \_\_\_\_\_ ]  
 Address: [ \_\_\_\_\_ ]  
 Telephone: [ \_\_\_\_\_ ]  
 Facsimile: [ \_\_\_\_\_ ]  
 E-mail address: [ \_\_\_\_\_ ]

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. Procurement Authority**

The Procurement Authority for the Contract is:

Name: [ \_\_\_\_\_ ]  
 Title: [ \_\_\_\_\_ ]  
 Organization: [ \_\_\_\_\_ ]  
 Address: [ \_\_\_\_\_ ]  
 Telephone: [ \_\_\_\_\_ ]  
 Facsimile: [ \_\_\_\_\_ ]  
 E-mail address: [ \_\_\_\_\_ ]

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

**c. Technical Authority**

The Technical Authority for the Contract is:

Name: [ \_\_\_\_\_ ]  
 Title: [ \_\_\_\_\_ ]  
 Organization: [ \_\_\_\_\_ ]  
 Address: [ \_\_\_\_\_ ]  
 Telephone: [ \_\_\_\_\_ ]

Facsimile: [ \_\_\_\_\_ ]  
 E-mail address: [ \_\_\_\_\_ ]

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

- d. **Contractor's Representative** *[To be identified at time of Contract award]*

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

## 7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

## 7.9 PAYMENT

### a. Basis of Payment

**Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: [\$ \_\_\_\_\_]

i. **Applicable Taxes:**

Estimated Cost: [\$ \_\_\_\_\_]

- 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 Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- 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 services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

**b. Limitation of Expenditure - Cumulative Total of all Task Authorizations**

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - A. when it is 75 percent committed, or
  - B. 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

**c. Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:

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

**d. Time Verification**

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

**e. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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

**7.10 INVOICING INSTRUCTIONS**

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.

- c. Each invoice must be supported by:
  - i. a copy of time sheets to support the time claimed;
  - ii. a copy of the monthly progress report.
- d. 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.
- e. The Contractor must provide the original and two (2) copies of each invoice to the Procurement Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

#### 7.11 CERTIFICATIONS

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

#### 7.12 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?ga=1.202131537.154425323.1406223033](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.202131537.154425323.1406223033)). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 COPYRIGHT IN MATERIAL - N/A - Intentionally DELETED from this requirement.

#### 7.14 APPLICABLE LAWS

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

#### 7.15 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order:
  - i. 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2008-12-12);
- d. Annex A, Statement of Work - Annex A including its Appendices as follows:
  - i. Appendix A to Annex A - Tasking Assessment Procedure;
  - ii. Appendix B to Annex A - Task Authorization (TA) Form;
- e. Annex B, Basis of Payment;

- f. Annex C, Security Requirements Check List;
- g. Annex D, Non-Disclosure Agreement;
- h. the signed Task Authorizations including any required Certifications; and
- i. the Contractor's bid dated [\_\_\_\_\_] [*insert date of bid*], as amended [\_\_\_\_\_] [*insert date(s) of amendment(s) if applicable*].

#### 7.16 DEFENCE CONTRACT

SACC Manual Clause A9006C (2008-05-12) Defence Contract

SACC Manual Clause C2801C (2010-01-11) Priority Rating - Canadian Contractors

#### 7.17 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

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

#### 7.18 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

#### 7.19 INSURANCE REQUIREMENTS

##### a. Compliance with Insurance Requirements

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

##### b. Commercial General Liability Insurance

- i. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- ii. The Commercial General Liability policy must include the following:

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

**c. Errors and Omissions Liability Insurance**

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



7.20 CONTROLLED GOODS PROGRAM - N/A - Intentionally DELETED from this requirement.

7.21 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

**b. First Party Liability**

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

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

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

c. **Third Party Claims**

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

**7.22 JOINT VENTURE**

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

## 7.23 PROFESSIONAL SERVICES - GENERAL

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

**Replacement of specific individuals**

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

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
  - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.24 PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE - N/A - Intentionally DELETED from this requirement.

#### 7.25 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.

#### 7.26 REPORTING REQUIREMENTS

The Contractor is responsible for the reporting requirements as specified in Annex A, Statement of Work.

#### 7.27 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and 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.

#### 7.28 ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

#### 7.29 GOVERNMENT PROPERTY

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

- a. Cubicle and computerized workstation.

7.30 IMPLEMENTATION - N/A - Intentionally DELETED from this requirement.

#### 7.31 TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier.

#### 7.32 IDENTIFICATION PROTOCOL RESPONSIBILITIES

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

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

ANNEX A, STATEMENT OF WORK

**CA PPM CONFIGURATION AND MAINTENANCE SERVICES**

**1.0 SCOPE**

The Contractor must provide professional services support on an “as-and-when-requested” basis as outlined in this SOW as follows:

The Contract must provide professional services for CA PPM Configuration and maintenance.

**2.0 OBJECTIVE**

The objective is to maintain the current CA PPM configuration and make necessary adjustments to the CA PPM Commercial off-the-shelf (COTS) software on the DND-accessible infrastructure to provide all stakeholders with a better understanding of the linkages between departmental strategic objectives, Program Activity Architecture (PAA)/Management Resources and Results Structure (MMRS) and existing departmental applications. This in turn should map to requesting new capabilities, linking the needs with the investments, facilitating portfolio adjustments as necessary and keeping pace with change. These efforts will form the foundation of the Application Rationalization effort.

DND requires the services of experienced, trained and certified CA PPM professionals with demonstrated experience in implementation and consulting in both private and/or public sector.

**3.0 BACKGROUND**

The Treasury Board Secretariat Chief Information Officer Branch (TBS CIOB) has launched an enterprise approach to Application Portfolio Management (APM) across the Government of Canada (GC). APM has proven to be a key way for IT leaders to better manage and prioritize investments in applications and to better manage the risks associated with maintaining mission critical applications. TBS has selected CA PPM as their solution to support the Application Portfolio Management initiative and the GC data model for APM has been configured into CA PPM.

In order to ensure consistency and accountability in reporting on application costs, rationalization, and re-investment opportunities, there must be a single repository for the data collection and a single reporting mechanism that both supports the reporting requirements for TBS while meeting the needs of the Department of National Defence/ Canadian Armed Forces (DND/CAF) APM initiative.

DND/CAF complies with the GC APM reporting requirements and submits departmental APM information in accordance with the GC data model. In addition, DND/CAF has a further need to track and categorize its own additional APM attributes to understand and track the demand for new capability and project requests in the area of Information Technology (IT) from both internal and external stakeholders.

It is anticipated that the use of CA PPM within DND will expand to include Program, Project and Portfolio Management, particularly as it pertains to IT projects and planning.

**4.0 RESOURCE REQUIREMENTS**

This SOW states the resource categories; lists a variety of possible tasks; and lists associated deliverables per category required of the Contractor and Contractor designated resource to be provided as part of the Contract.

The Contractor must provide all resources listed in "Table 1 - Resources" on an "as-and-when-requested" basis, through the issuance of Task Authorizations. These tasks may be issued for work that is limited in scope or is of a fixed duration. Each Task Authorization will outline the required tasks and required deliverables.

**Table 1 - Resources**

TBIPS Category	TBIPs Level	Contracted Resource(s) Required
A.7 Programmer/Analyst (Full Time)	2	1
I.10 Technical Architect	2	1
B.1 Business Analyst	2	1

## 5.0 TECHNICAL ENVIRONMENT & APPLICABLE DOCUMENTS

The technical environment for CA PPM is in transition and is due for an upgrade at the application, server and database level. The existing environment consists of:

### *Application*

- a. CA PPM version 14.3.0.298 03 8; and
- b. Jaspersoft version 6.1\_5.1.0.26.

### *Application Server*

- a. Windows 2008 R2 – Service Pack 1 for CA PPM; and
- b. Windows 2008 R2 – Service Pack 1 for Jaspersoft.

### *Database*

- a. 11g Enterprise Edition Release 11.2.0.4.0 - 64bit

The following references, as a minimum, are applicable to the tasks described above:

- a. DND APM data model guidance; and
- b. Current DND CA PPM Technical Documentation.

## 6.0 TASKS AND DELIVERABLES

### a. A.7 Programmer/Analyst (CA PPM – Full Time) – Level 2

The Programmer/Analyst (CA PPM – Full Time) must:

- (a) Examine current DND CA PPM Technical Documentation and review current DND configurations;
- (b) Develop, review, and confirm work schedule with tasks, key milestones, and deliverables, using the agreed-upon tool;

- (c) Conduct an analysis of new requirements from clients with a view on how to implement them with a maximum benefit to DND;
- (d) Plan for the implementation of new functionality/modules within CA PPM;
- (e) Maintain, and when necessary, modify DND CA PPM configurations based on ever-changing DND APM needs;
- (f) Properly configure Jaspersoft Report functionality for use by the CA PPM Community;
- (g) Update CA PPM software to newer versions as required;
- (h) Create, maintain and modify dashboards/reports relevant to DND specific Defence requirements;
- (i) Leverage best practices from the vendor of the software (CA Technologies) and its experience with other large customers that face similar challenges with similar requirements;
- (j) Provide ongoing APM oversight and quality assurance on deliverables;
- (k) Provide technical expertise in the resolution of APM issues and risks;
- (l) Participate in internal meetings between different teams (Hosting, Database, Vendor, etc.) to provide the required assistance and review of DND configuration; and
- (m) Provide weekly status reports including schedule and contractor cost updates.

**b. I.10 Technical Architect (CA PPM – Call-Up) - Level 2**

The Technical Architect must:

- (a) Review and assess the current system architecture to develop/update technical requirements;
- (b) Analyze the existing capabilities within CA PPM and recommend areas for improved capability and integration;
- (c) Develop technical architecture, frameworks strategies and associated or integrated applications in order to meet business, functional and application requirements;
- (d) Gather, collect and document information on CA PPM and Jaspersoft architectural requirements. Identify and document system-specific technical standards including data dictionaries, naming conventions and custom components;
- (e) Develop necessary integrations between new and/or existing systems;
- (f) Analyze and evaluate upgrades and new releases, and then make recommendations on the viability of proceeding with such upgrades;
- (g) Analyze and evaluate alternative technology solutions to meet DND/CAF business requirements and provide a report with the findings;
- (h) Perform impact analysis of proposed technology changes;
- (i) Perform cost-benefit analysis of implementing new processes and solutions;
- (j) Review technical infrastructure designs to ensure adherence to standards and to recommend performance improvements;
- (k) Monitor industry trends to ensure that solutions fit with government and industry directions for technology; and
- (l) Perform other tasks related to this labour category as designated by the TA.

**c. B.1 - Business Analyst (CA PPM – Call Up) - Level 2**

The Business Analyst must:



- (a) Develop and document statements of requirements for CA PPM business requirements;
- (b) Analyze and document business requirements and delivering work products through the life cycle;
- (c) Translate business requirements into System/Functional requirements;
- (d) Perform business analyses of functional requirements to identify information, procedures, and decision flows;
- (e) Advise Senior Management and provide recommendations on a range of issues affecting the organization's ability to achieve the departmental business objectives;
- (f) Perform research and information gathering in conjunction with the Technical Authority (TA) to prepare for development of short term, medium term and long term CA PPM implementation plans;
- (g) Consult with DND/CAF stakeholders (individually or by means of facilitating group sessions) to produce comprehensive business requirements;
- (h) Develop workflow templates based on work process mapping;
- (i) Present business plans and strategies to various management committees, approval groups, and senior management;
- (j) Provide recommendations in analyzing, evaluating and controlling risks, related to CA PPM;
- (k) Provide written advice and documentation for delivery of an IM governance model and governance programs;
- (l) Make recommendations on which solutions can be implemented, develop the system level requirements and develop business scenarios to document the "to-be" system functionality;
- (m) Assess and document the organization's capacity/capability to undertake and successfully deliver an initiative or a change;
- (n) Provide a detailed business process analysis report for each DND/CAF organization preparing for CA PPM roll-outs;
- (o) Communicate with deployment team leaders through either regular meetings or status reports on the status of assigned work activities as well as report potential issues or risks;
- (p) Provide bi-weekly status reports outlining work in progress, work completed, and work planned using the template/format provided by the TA; and
- (q) Perform other tasks related to this labour category as directed by the TA.

## **7.0 WORKING HOURS**

The contractor's resources must be available to work between the hours of 7:00 to 17:00 Monday to Friday (with the exception of statutory holidays observed by Canada as defined by the province of work), where the Contractor's resources will be in contact with DND personnel on a regular basis.

All work performed outside of normal business hours must be pre-approved by the Technical Authority (TA) in writing. Should the resource anticipate that the 7.5 hour workday stipulated in the contract may be exceeded, approval must be obtained from the TA prior to work being carried out.

## **8.0 REPORTING REQUIREMENTS**

All deliverables are subject to the acceptance of the TA or his/her designated representative.

- a. Reporting requirements will be specific in each individual Task Authorization and must include at a minimum a Monthly Progress Report. Monthly Progress Reports to the Technical Authority which at a minimum must include the following:

- i. All significant activities performed in the reporting period;
  - ii. Status of any outstanding activities; and
  - iii. Description of any problems encountered which require attention or escalation.
  - iv. The work planned for the coming month
  - v. The Contractor must submit all reports using Microsoft Office 2007 or higher version (Word, Excel, PowerPoint)
- b. Progress/status report meetings will be scheduled, when and as required, by the Technical Authority. Ad hoc meetings can be called at any time to clarify issues.

## **9.0 DELIVERABLES AND ACCEPTANCE**

The Contractor must provide various reports, plans and other related documents as specified in the applicable Task Authorization. All work and deliverables under this Statement of Work (SOW) must be subject to the acceptance of the Technical Authority or a designated representative. All deliverables are to be provided to the TA in the format used within the DGEAS group, to be provided by the TA once work commences, and will be using the Microsoft Office suite of tools.

## **10.0 LANGUAGE REQUIREMENTS**

The resource(s) must be fluent in the English language. Fluent means that the individual(s) must be able to communicate orally and in writing without any assistance and with minimal errors.

## **11.0 DND SUPPORT TO CONTRACTOR**

The Task Authorization OPI will provide contracted resources the appropriate tools and office automation commercial-off-the-shelf products required by the Contractor for the accomplishment of its tasks.

## **12.0 LOCATION OF WORK**

All work must be completed at DND facilities within the National Capital Region (NCR), primarily at 1725 Woodward Drive, Ottawa, Ontario. Alternate work arrangements will be specific in each individual Task Authorization.

## **13.0 TRAVEL**

There are no travel requirements within and outside of the National Capital Region (NCR). Travel costs will not be reimbursed.

## ANNEX B, BASIS OF PAYMENT

**NOTE TO BIDDERS: DND WILL REDUCE THE ESTIMATED LEVELS OF EFFORT, SHOULD THE TOTAL POTENTIAL VALUE OF THE CONTRACT INCLUDING OPTION PERIODS, TRAVEL AND APPLICABLE TAXES EXCEED \$2,000,000.00.**

## INITIAL CONTRACT PERIOD:

Initial Contract Period Date of Contract award to one (1) year later		
Resource Category	Level of Expertise	Firm Per Diem Rate
A.7 Programmer/Analyst	Level 2	
I.10 Technical Architect	Level 2	
B.1 Business Analyst	Level 2	

## OPTION PERIODS:

Option Period 1 End of Initial Contract Period to one (1) year later.		
Resource Category	Level of Expertise	Firm Per Diem Rate
A.7 Programmer/Analyst	Level 2	
I.10 Technical Architect	Level 2	
B.1 Business Analyst	Level 2	

Option Period 2 End of Option Period one (1) to one (1) year later.		
Resource Category	Level of Expertise	Firm Per Diem Rate
A.7 Programmer/Analyst	Level 2	
I.10 Technical Architect	Level 2	
B.1 Business Analyst	Level 2	

Option Period 3 End of Option Period two (2) to one (1) year later.		
Resource Category	Level of Expertise	Firm Per Diem Rate
A.7 Programmer/Analyst	Level 2	
I.10 Technical Architect	Level 2	
B.1 Business Analyst	Level 2	

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Government of Canada / Gouvernement du Canada

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Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART 4 - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction <b>DDMLIM / DREAS / DETMS</b>
--	---

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work / Brève description du travail  
**Professional services in support of the CA PPH application.  
CAPPN = Computer Associates Project Portfolio Management**

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of Information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

No / Oui  
 Yes / Non

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Oui  
 Yes / Non

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

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

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

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

No / Oui  
 Yes / Non

No / Oui  
 Yes / Non

**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-il tenu de protéger des renseignements ou des biens COMSEC?

No / Oui  
 Yes / Non

No / Oui  
 Yes / Non

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Oui  
 Yes / Non

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Oui  
 Yes / Non

No / Oui  
 Yes / Non



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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

**ANNEX C, SECURITY REQUIREMENTS CHECK LIST**

*[SRCL page 4 (signature page) to be added at time of Contract award]*

## ANNEX D, NON-DISCLOSURE AGREEMENT

*(This annex is to be completed after contract award and is not required in the bid.)*

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W6369-17-P5LF between Her Majesty the Queen in right of Canada, represented by the Department of National Defence and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: W6369-17-P5LF.



## ATTACHMENT 3.1, BID SUBMISSION FORM

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

<b>BID SUBMISSION FORM</b>		
<b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>		

## ATTACHMENT 3.2, PRICING SCHEDULE

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

## INITIAL CONTRACT PERIOD:

Initial Contract Period		(B)	(C)	(D)	(E)	(F)
Date of Contract award to one (1) year later		Level of Expertise	Estimated Number of Resources	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D x E)
A.7	Programmer/Analyst	Level 2	1	220	\$	\$
I.10	Technical Architect	Level 2	1	90	\$	\$
B.1	Business Analyst	Level 2	1	30	\$	\$
<b>Total Price Initial Contract Period</b>						<b>\$ &lt;TBD&gt;</b>

## OPTION PERIOD:

Option Period 1		(B)	(C)	(D)	(E)	(F)
End of Initial Contract Period to one (1) year later		Level of Expertise	Estimated Number of Resources	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D x E)
A.7	Programmer/Analyst	Level 2	1	220	\$	\$
I.10	Technical Architect	Level 2	1	90	\$	\$
B.1	Business Analyst	Level 2	1	30	\$	\$
<b>Total Price Initial Contract Period</b>						<b>\$ &lt;TBD&gt;</b>

**Option Period 2**

End of Option Period one (1) to one (1) year later

	(B)	(C)	(D)	(E)	(F)
Resource Category	Level of Expertise	Estimated Number of Resources	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D x E)
A.7 Programmer/Analyst	Level 2	1	220	\$	\$
I.10 Technical Architect	Level 2	1	90	\$	\$
B.1 Business Analyst	Level 2	1	30	\$	\$
<b>Total Price Initial Contract Period</b>					<b>\$ &lt;TBD&gt;</b>

**Option Period 3**

End of Option Period two (2) to one (1) year later

	(B)	(C)	(D)	(E)	(F)
Resource Category	Level of Expertise	Estimated Number of Resources	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D x E)
A.7 Programmer/Analyst	Level 2	1	220	\$	\$
I.10 Technical Architect	Level 2	1	90	\$	\$
B.1 Business Analyst	Level 2	1	30	\$	\$
<b>Total Price Initial Contract Period</b>					<b>\$ &lt;TBD&gt;</b>

**Total Bid Price**

Initial Contract Period + Option Period 1, 2 &amp; 3

\$ &lt;TBD&gt;

## ATTACHMENT 4.1, BID EVALUATION CRITERIA

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# Corporate Criteria

Corporate Mandatory Criteria			
	Mandatory Evaluation Criteria	Met/Not Met	Demonstrated Experience
<b>M1</b>	<p>The Bidder must have been awarded at least three (3) Information Management, Information Technology (IM/IT) contracts, of which at least one was for a Government (Federal, Provincial, Municipal, Crown Corporation) Client.</p> <p>For each contract identified:</p> <ul style="list-style-type: none"> <li>a. the contract value must be at least \$1,000,000;</li> <li>b. the Contract must have been awarded at least two years prior to the closing date of this solicitation and no later than ten years from the closing date of this solicitation; and</li> <li>c. the Contract must have a duration of at least two years within the last ten years. (note: duration does not include option periods that have not been exercised).</li> </ul> <p>To demonstrate this experience the Bidder must submit:</p> <p>Customer references for three individual IM/IT contracts (one reference for each contract) managed within the last ten (10) years. The references must include the name of the organization, the contract number, a short description of the services provided, the name, and either the telephone number or e-mail address of the organization's contact responsible for the contract, as well as the award date, expiry date, dollar value of each</p>		

contract and the number of resources provided. It is the Bidder's responsibility to ensure that any information divulged is with the permission of the references provided.

Note: The Bidder must have been the prime contractor, rather than a subcontractor. This means that the Bidder contracted directly with the customer of the work. If the Bidder's contract was to perform work which another entity had itself first contracted to perform, the Bidder will not be considered the prime contractor. For example, Z (customer) contracted with Y for services. Y, in turn, entered into a contract with X to provide all or part of these services to Z. In this example, Y is a prime contractor and X is a subcontractor.

Bidders are reminded that a Supply Arrangement or Standing Offer is not a contract and therefore any reference to this type of document will not be accepted for the purpose of evaluating contract experience. For example if the Bidder references it's TBIPS SA number such as EN578-055605/XXX/EL for the purpose of demonstrating experience under the evaluation criteria, Canada will disregard this experience because it does not relate to a specific contract.

**Compliant: (Yes or No)**

## Resources Criteria

### A.7 Programmer/Analyst Level 2 (CA PPM) - Mandatory Criteria (Full Time resource)

<b>Mandatory Criteria A.7 Programmer/Analyst Level 2 (CA PPM)</b>			
	<b>Mandatory Evaluation Criteria</b>	<b>Met/Not Met</b>	<b>Demonstrated Experience</b>
<b>M1</b>	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience in the past ten (10) years as a Programmer/Analyst.		
<b>M2</b>	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience working with web-based technologies.		
<b>M3</b>	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience creating, maintaining and reviewing technical documentation.		
<b>M4</b>	The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience in the past five (5) years programming in or supporting CA PPM (or CA Clarity).		
<b>Compliant: (Yes or No)</b>			



## A.7 Programmer/Analyst Level 2 (CA PPM) - Rated Criteria (Full Time resource)

<b>Point Rated for A.7 Programmer/Analyst Level 2 (CA PPM)</b>				
	<b>Point-Rated Evaluation Criteria</b>	<b>Point Allocation</b>	<b>Max Points</b>	<b>Demonstrated Experience</b>
<b>R1</b>	The Bidder should demonstrate that the proposed resource has a minimum of two (2) years of experience creating, configuring and maintaining reports and dashboards in CA PPM.	Point Allocation: <ul style="list-style-type: none"> <li>1 point – 2+ to 3 years</li> <li>2 points – 3+ to 5 years</li> <li>3 points – 5+ years</li> </ul>	3	
<b>R2</b>	The Bidder should demonstrate that the proposed resource has a minimum of two (2) years of experience creating, configuring and maintaining processes in CA PPM.	Point Allocation: <ul style="list-style-type: none"> <li>1 point – 2+ to 3 years</li> <li>2 points – 3+ to 5 years</li> <li>3 points – 5+ years</li> </ul>	3	
<b>R3</b>	The Bidder should demonstrate that the proposed resource has a minimum of two (2) years of experience creating, configuring and maintaining NSQL queries in CA PPM.	Point Allocation: <ul style="list-style-type: none"> <li>1 point – 2+ to 3 years</li> <li>2 points – 3+ to 5 years</li> <li>3 points – 5+ years</li> </ul>	3	
<b>R4</b>	The Bidder should demonstrate that the proposed resource has a minimum of two (2) years of experience creating, configuring and maintaining objects in CA PPM.	Point Allocation: <ul style="list-style-type: none"> <li>1 point – 2+ to 3 years</li> <li>2 points – 3+ to 5 years</li> <li>3 points – 5+ years</li> </ul>	3	
<b>R5</b>	The Bidder should demonstrate that the proposed resource has participated in a version upgrade of CA PPM.	Point Allocation: <ul style="list-style-type: none"> <li>1 point – 1 upgrade</li> <li>2 points – 2 upgrades</li> <li>3 points – 3 upgrades</li> </ul>	3	
<b>R6</b>	The Bidder must demonstrate that the proposed resource has been certified as a CA PPM Technical Professional for version 13.x or higher.	Point Allocation: <ul style="list-style-type: none"> <li>1 point – version 13.x</li> <li>2 points – version 14.x</li> <li>3 points – version 15.x</li> </ul>	3	
<b>Total Points</b>			<b>18</b>	
<b>Minimum Points Required</b>			<b>12</b>	

## B.1 Business Analyst - Level 2 (CA PPM) - Mandatory Criteria

<b>Mandatory Criteria for B.1 Business Analyst (CA PPM)– Level 2</b>			
	<b>Mandatory Evaluation Criteria</b>	<b>Met/Not Met</b>	<b>Demonstrated Experience</b>
<b>M1</b>	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience as a Business Analyst within the last ten (10) years.		
<b>M2</b>	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience as a Business Analyst working on one (1) or more IM/IT projects.		
<b>M3</b>	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience converting business requirements into functional specifications.		
<b>M4</b>	The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience as a Business Analyst working on CA PPM related solutions.		
<b>M5</b>	The Bidder must demonstrate that the proposed resource has a minimum of three (3) years of experience presenting IM/IT related issues to project stakeholders.		
<b>Compliant: (Yes or No)</b>			

## B.1 Business Analyst - Level 2 (CA PPM) - Rated Criteria

<b>Point Rated Criteria for B.1 Business Analyst (CA PPM) – Level 2</b>					
	<b>Point-Rated Evaluation Criteria</b>	<b>Point Allocation</b>	<b>Max Points</b>	<b>Score</b>	<b>Demonstrated Experience</b>
<b>R1</b>	The Bidder should demonstrate that the proposed resource has experience over and above M1: a minimum of five (5) years of experience as a Business Analyst.	Point Allocation: <ul style="list-style-type: none"> <li>• 1 points – 5+ to 7 years</li> <li>• 2 points – 7+ to 9 years</li> <li>• 3 points – 9+ years</li> </ul>	3		
<b>R2</b>	The Bidder should demonstrate that the proposed resource has experience over and above M2: a minimum of five (5) years of experience as a Business Analyst on IM/IT projects.	Point Allocation: <ul style="list-style-type: none"> <li>• 1 points – 5+ to 7 years</li> <li>• 2 points – 7+ to 9 years</li> <li>• 3 points – 9+ years</li> </ul>	3		
<b>R3</b>	The Bidder should demonstrate that the proposed resource has experience over and above M3: a minimum of five (5) years of experience converting business requirements into functional specifications.	Point Allocation: <ul style="list-style-type: none"> <li>• 1 points – 5+ to 7 years</li> <li>• 2 points – 7+ to 9 years</li> <li>• 3 points – 9+ years</li> </ul>	3		
<b>R4</b>	The Bidder should demonstrate that the proposed resource has experience over and above M4: a minimum of two (2) years of experience as a Business Analyst working on CA PPM related solutions.	Point Allocation: <ul style="list-style-type: none"> <li>• 1 points – 2+ to 3 years</li> <li>• 2 points – 3+ to 5 years</li> <li>• 3 points – 5+ years</li> </ul>	3		
<b>Total Points</b>			<b>12</b>		
<b>Minimum Points Required</b>			<b>8</b>		

## I.10 Technical Architect - Level 2 (CA PPM) - Mandatory Criteria

<b>Mandatory Criteria for I.11 Technology Architect (General) - Level 3</b>			
	<b>Mandatory Evaluation Criteria</b>	<b>Met/Not Met</b>	<b>Demonstrated Experience</b>
<b>M1</b>	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience within the last ten (10) years as a Technical Architect.		
<b>M2</b>	The Bidder must demonstrate that the proposed resource has over five (5) years of experience, within the last ten (10) years, customizing, programming and configuring Information Management solutions.		
<b>M3</b>	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience creating, maintaining and reviewing technical documentation.		
<b>M4</b>	The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience, within the last five (5) years, as a CA PPM Technical Architect.		
<b>Compliant: (Yes or No)</b>			

## I.10 Technical Architect - Level 2 (CA PPM) - Rated Criteria

<b>Point Rated Criteria for Technology Architect (General) - Level 3</b>					
	<b>Point-Rated Evaluation Criteria</b>	<b>Point Allocation</b>	<b>Max Points</b>	<b>Score</b>	<b>Demonstrated Experience</b>
<b>R1</b>	The Bidder should demonstrate that the proposed resource has experience over and above M1: a minimum of five (5) years of experience as a Technology Architect.	Point Allocation: <ul style="list-style-type: none"> <li>1 points – 5+ to 7 years</li> <li>2 points – 7+ to 9 years</li> <li>3 points - 9+ years</li> </ul>	3		
<b>R2</b>	The Bidder should demonstrate that the proposed resource has a minimum of two (2) years of experience creating, configuring and maintaining processes in CA PPM.	Point Allocation: <ul style="list-style-type: none"> <li>1 point – 2+ to 3 years</li> <li>2 points – 3+ to 5 years</li> <li>3 points – 5+ years</li> </ul>	3		
<b>R3</b>	<b>THE BIDDER SHOULD DEMONSTRATE THAT THE PROPOSED RESOURCE HAS A MINIMUM OF TWO (2) YEARS OF EXPERIENCE CREATING, CONFIGURING AND MAINTAINING NSQL QUERIES IN CA PPM.</b>	Point Allocation: <ul style="list-style-type: none"> <li>1 point – 2+ to 3 years</li> <li>2 points – 3+ to 5 years</li> <li>3 points – 5+ years</li> </ul>	3		
<b>R4</b>	<b>THE BIDDER SHOULD DEMONSTRATE THAT THE PROPOSED RESOURCE HAS A MINIMUM OF TWO (2) YEARS OF EXPERIENCE CREATING, CONFIGURING AND MAINTAINING OBJECTS IN CA PPM.</b>	Point Allocation: <ul style="list-style-type: none"> <li>1 point – 2+ to 3 years</li> <li>2 points – 3+ to 5 years</li> <li>3 points – 5+ years</li> </ul>	3		
<b>R5</b>	<b>THE BIDDER SHOULD DEMONSTRATE THAT THE PROPOSED RESOURCE HAS PARTICIPATED IN A VERSION UPGRADE OF CA PPM.</b>	Point Allocation: <ul style="list-style-type: none"> <li>1 point – 1 upgrade</li> <li>2 points – 2 upgrades</li> <li>3 points – 3 upgrades</li> </ul>	3		
<b>R6</b>	<b>THE BIDDER MUST DEMONSTRATE THAT THE PROPOSED RESOURCE HAS BEEN CERTIFIED AS A CA PPM TECHNICAL PROFESSIONAL FOR VERSION 13.X OR HIGHER.</b>	Point Allocation: <ul style="list-style-type: none"> <li>1 point – version 13.x</li> <li>2 points – version 14.x</li> <li>3 points – version 15.x</li> </ul>	3		
<b>Total Points</b>			<b>18</b>		
<b>Minimum Points Required</b>			<b>12</b>		

## APPENDIX A TO ANNEX A, TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
  - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
  - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one

project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

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

**APPENDIX B TO ANNEX A, TASK AUTHORIZATION (TA) FORM**

All invoices/progress claims must show the referenced Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. - No du contrat
		Task no. - No de la tâche
Amendment no. - No de la modification	Increase/Decrease - Augmentation/Réduction	Previous value - Valeur précédente
To - À	<p><b>TO THE CONTRACTOR</b></p> <p>You are requested to supply the following services in accordance with the terms of the above referenced Contract. Only services included in the Contract can be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b></p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location - Expédié à		
Delivery/Completion date - Date de livraison/d'achèvement From - De : To - À :	<p>_____ Date _____ for the Department of National Defence pour le ministère de la Défense nationale</p>	
Contract item no. No d'article du contrat	Services	Cost Prix
	<p><b>TECHNICAL AUTHORITY :</b></p> <p>_____ Name (type or print) _____ Title (type or print) _____</p> <p>_____ Signature _____ Date _____</p> <p><b>THE CONTRACTOR HEREBY ACCEPTS THE TASK AUTHORIZATION IDENTIFIED ABOVE :</b></p> <p>_____ Name (type or print) _____ Title (type or print) _____</p> <p>_____ Signature _____ Date _____</p>	
		<b>Applicable Taxes Taxes applicables</b>
		<b>Total</b>
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contracting Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the Contract.</p> <p>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p> <p>_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		



**Instructions for completing  
DND 626 - Task Authorization**

**Contract no.**  
Enter the PWGSC contract number in full.

**Task no.**  
Enter the sequential Task number.

**Amendment no.**  
Enter the amendment number when the original Task is amended to change the scope or the value.

**Increase/Decrease**  
Enter the increase or decrease total dollar amount including taxes.

**Previous value**  
Enter the previous total dollar amount including taxes.

**To**  
Name of the contractor.

**Delivery location**  
Location where the work will be completed, if other than the contractor's location.

**Delivery/Completion date**  
Completion date for the task.

**for the Department of National Defence**  
Signature of the DND person who has delegated Authority for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). Note: The person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

**Services**  
Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

**Cost**  
The cost of the Task broken out into the individual costed items in Services.

**GST/HST**  
The GST/HST cost as appropriate.

**Total**  
The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

**Applicable only to PWGSC contracts**  
This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

**Note:**  
Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

**Instructions pour compléter le formulaire  
DND 626 - Autorisation des tâches**

**N° du contrat**  
Inscrivez le numéro du contrat de TPSGC en entier.

**N° de la tâche**  
Inscrivez le numéro de tâche séquentiel.

**N° de la modification**  
Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

**Augmentation/Réduction**  
Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

**Valeur précédente**  
Inscrivez le montant total précédent, y compris les taxes.

**À**  
Nom de l'entrepreneur.

**Expédiez à**  
Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

**Date de livraison/d'achèvement**  
Date d'achèvement de la tâche.

**pour le ministère de la Défense nationale**  
Signature du représentant du MDN auquel on a délégué le pouvoir d'approbation en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). Nota : la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

**Services**  
Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliqueront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

**Prix**  
Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique Services.

**TPS/TVH**  
Mentionnez le montant de la TPS/TVH, s'il y a lieu.

**Total**  
Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

**Ne s'applique qu'aux contrats de TPSGC**  
Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

**Nota :**  
Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

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

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.173410787.154425323.1406223033) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?ga=1.173410787.154425323.1406223033](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.173410787.154425323.1406223033)).

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).
- B3.