



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

**Bid Receiving - PWGSC / Réception des
soumissions – TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet ADPS Peoplesoft SAP	
Solicitation No. - N° de l'invitation M7594-181003/A	Date 2018-07-09
Client Reference No. - N° de référence du client M7594-181003	
GETS Reference No. - N° de référence de SEAG PW-\$IPS-007-33672	
File No. - N° de dossier 007ips.M7594-181003	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-07-31	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lavigne, Jay	Buyer Id - Id de l'acheteur 007ips
Telephone No. - N° de téléphone (613) 220-9476 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Informatics Professional Services Division/Division des
services professionnels en informatique

Terrasses de la Chaudière 4th Floo

10 Wellington Street

Gatineau

Quebec

K1A0S5

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

**BID SOLICITATION
FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)
FOR VARIOUS RESOURCE CATEGORIES**

**WORKSTREAM 1 PEOPLESOFT
WORK STREAM 2 SAP**

RCMP

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AnnexA Statement of Work
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AnnexC Security Requirements Check List
Annex D Bid Evaluation Criteria

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- Appendix 1 to Annex D Bid Evaluation Criteria – Bid Evaluation, Professional Services Resource Criteria

List of Forms:

- Form 1 Bid Submission Form
- Form 2 Federal Contractors program for Employment Equity Certification
- Form 3 Electronic Payments Instruments

**BID SOLICITATION
FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)
FOR VARIOUS RESOURCE CATEGORIES SPECIALIZING IN
PEOPLESFT AND SAP
FOR
RCMP**

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

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

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

Part 5 Certifications and Additional Information: includes the certifications and additional information 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 Summary

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of RCMP (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.

It is intended to result in the award of up to 4 (two primary and two backup) contracts in each of the 2 Work streams, with each contract purchasing Work from only one Work stream. Each contract will be for 2 years plus 3, 1-year irrevocable options allowing Canada to extend the term of the contract.

- 1) WORKSTREAM 1: Peoplesoft
- 2) WORKSTREAM 2: SAP

- (b) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security

clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

- (c) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- (d) The Federal Contractor’s Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and Form 2 titled “Federal Contractors Program for Employment Equity – Certification.
- (e) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2, in all Resource Categories in the NCR Region under the EN578-170432 series of SAs are eligible to compete. The TBIPS SA 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.
- (f) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- (g) This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.
- (h) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex “A”.

WORKSTREAM 1: Peoplesoft

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
ERP Functional Analyst	LEVEL 2	3

WORKSTREAM 2: SAP

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
Application/Software Architect	LEVEL 3	1
ERP Functional Analyst	LEVEL 3	4
ERP Programmer Analyst	LEVEL 3	6

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be 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.
- (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(s).
- (c) The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
 - a. at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- (e) Subsection 5(4) of 2003, Standard Instructions – Goods and Services – Competitive Requirements is amended as follows:
 - (i) Delete: 60 days
 - (ii) Insert: 180 days
- (f) Section 5, entitled Submission of bids, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- (g) Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- (h) Section 07, entitled Delayed bids, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- (i) Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.

- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and at the PWGSC address indicated on page one of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 5 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, 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 FPSs in receipt of a pension, as applicable:

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

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

(d) Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

Bidders may bid on one or both work streams, however bidders are requested to submit bids separately for each work stream.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- (i) Section I: Technical Bid (2 hard copies) *and 1 soft copy on USB key*
- ii) Section II: Financial Bid (1 hard copies) *and 1 soft copy on USB key,*
- (iii) Section III: Certifications, (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- (a) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
 - (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (ii) use a numbering system that corresponds to the bid solicitation;
 - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - (iv) include a table of contents.
- (b) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:
 - (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
 - (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, **and** using staples or clips instead of cerlox, duotangs or binders.

(c) Submission of Only One Bid:

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

(d) Joint Venture Experience:

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

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- (ii) 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.
- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the

Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total 100 billable days.

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

3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Form 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 and the Bidder's Procurement Business Number, 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) **Previous Similar Projects:** Where the bid must include a description of previous similar projects:
- i. a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder);
 - ii. all time credited to a project will be only counted up to solicitation start date;
 - iii. each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and
 - iv. if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Annex A, Statement of Work. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.

- (iii) **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 PWGSC, the facts identified in the Bidder's bid, as required by Annex D.

- (A) The form of question to be used to request confirmation from customer references is as follows: *"Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"*

___ Yes, the Bidder has provided my organization with the services described above.

___ No, the Bidder has not provided my organization with the services described above.

___ I am unwilling or unable to provide any information about the services described above.

- (B) For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

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. 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 quoted 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:
- the rate bid must not increase by more than 5% from one time period to the next, and
 - 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.
- (e) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Form 3 Electronic Payment Instruments, to identify which ones are accepted. If Form 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion. The Bidder must complete Form 3 to identify which electronic payment instruments they are willing to accept.

3.4 Section III: Certifications

It is a requirement that bidders submit the certifications and additional information identified under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

A separate technical evaluation will be conducted for each Work Stream

- (a) **Mandatory Technical Criteria:**
 - (i) Each bid will be reviewed for compliance with 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 declared non-responsive and be disqualified.
 - (ii) The mandatory technical criteria are described in Annex D
- (b) **Point-Rated Technical Criteria:**
 - (i) 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.
 - (ii) The rated requirements are described in Annex D
- (c) **Resources Evaluated** Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled “Task Authorization”. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form’s Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract’s Statement of Work in accordance with Appendix1 of Annex D
- (d) **Reference Checks:**
 - (i) Whether or not to conduct reference checks is discretionary. However, if PWGSC 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.

- (ii) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders within 2 working days using the email address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- (iii) 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.
- (iv) 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.
- (v) 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.

4.3 Financial Evaluation

<i>Highest Responsive Combined Rating of Technical Merit and Price</i>

The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s). A separate financial evaluation will be conducted for each Work stream.

- (a) **Financial Calculation:** The financial evaluation will be conducted using the pricing tables completed by the Bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) (or the Lower Median Band Limit, whichever is higher) with the estimated number of days of work for each period, for all the Resource Categories stated in Annex B - Pricing Schedule. The sum of such rates will constitute the Financial Evaluated Price for that Bidder

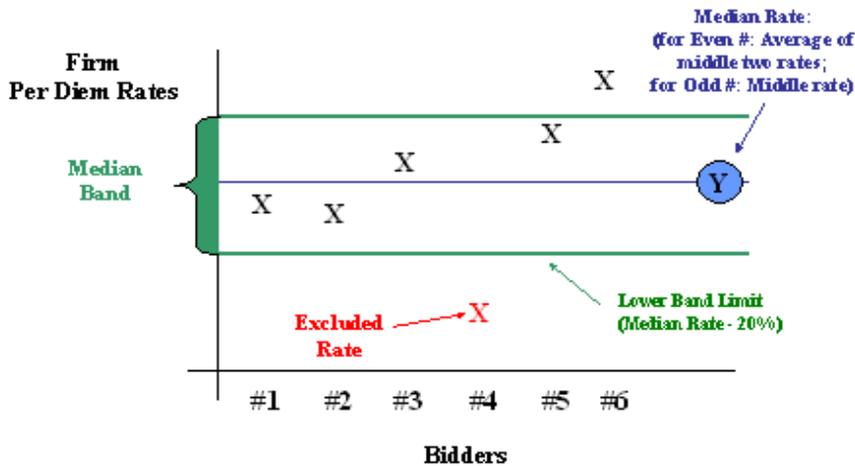
- (b) **Firm Per Diem Median Rate Evaluation Method**

- (i) **Use:** The firm per diem rate median calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource category that is lower than the Lower Median Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.
- (ii) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual resource category a median rate will be determined for each Resource Category. A median will be used to calculate a median band against which each Bidder's per diem rate will be established for the Initial Contract Period, and another median will be established for each of the option period(s). For each Resource Category, the median band will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the median rate to a value

of minus (-) 20% of the median. The Lower Median Band Limit for each Resource Category is set at 80% of the median. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Median Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Lower Median Band Limit for that Resource Category.

- (iii) **Example:** The following diagram is a representation of the calculation of the median band for a single Resource Category. This diagram identifies the median band and the included and excluded resource per diem rates.

**Resource Category Median Band Determination
(Even Number of Bidders)**



In this example Resource Category using the firm per diem median rate calculation approach, if the median rate identified as (Y) is \$591.50, then the median band limit would be minus (-) 20% of \$591.50, or \$473.20. The figure \$473.20 would be the Lower Median Band Limit for this Resource Category.

If a Bidder quotes a firm per diem rate for this Resource Category that is lower than \$473.20, the per diem rate of \$473.20 will be used to evaluate that Bidder's bid for this Resource Category.

If that Bidder quoted a firm per diem rate of \$400.00 for that Resource Category, and it is determined to be the winning Contractor, the firm per diem rate of \$400.00 which was quoted originally by the Bidder will be included in the resulting contract.

(c) Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals

at arm's length) for services performed for that customer similar to the services that would be provided *in the National Capital Region* in the relevant resource category, where those services were provided for at least three months within the eighteen months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;

- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation; and
- (iii) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

(d) Formulae in Pricing Tables

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

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (b) The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.
 - (i) Calculation of Total Technical Score: The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points}} \times 60 = \text{Total Technical Score}$$
 - (ii) Calculation of Total Financial Score: The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 40 = \text{Total Financial Score}$$
 - (iii) Calculation of the Total Bidder Score: The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$

- (c) In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Technical Score will become the top-ranked bidder.
- (d) One contract may be awarded in total as a result of this bid solicitation.
- (e) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

(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](http://www.esdc.gc.ca-en-jobs-workplace-human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)" list available at the bottom of the page of the 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=1.229006812.1158694905.1413548969#afed).

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 Form 2 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 Attachment Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2 Additional Certifications Precedent to Contract Award

(a) Certification of Language - English and Bilingual

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 individuals proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

And as required and specified in the Task Authorization fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

(b) 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) Security Requirement Before award of a contract, 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 location of work performance and document safeguarding must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;
 - (iii) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 – Section IV, Additional Information.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements

6.2 Financial Capability

- (a) SACC Manual clause A9033T 2012-07-16 Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award.

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

7.1 Requirement

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

7.2 Task Authorization

As-and-when-requested Task Authorizations: The Work or a portion of the Work to be performed under the Contract will be 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.

Allocation of Task Authorizations and Ranking: More than one contract has been awarded for this requirement. As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with the following:

- i. All rankings refer to the results achieved by the respective contractors as a result of the evaluation of their bids in response to the bid solicitation which resulted in the award of this Contract.
- ii. The rankings are as follows:
 - a. Contractor ranked first:
 - b. Contractor ranked second:

Note to Bidders: The ranking will be inserted by the Contracting Authority at the time of award, in accordance with the evaluation process described in the bid solicitation.

- iii. When a requirement for a resource(s) is identified, the draft TA will be sent to the first-ranked contractor. If the first ranked contractor refuses the draft TA or fails to respond on time, Canada will forward the draft TA to the second ranked contractor.
 - iv. In the event that Canada determines the proposed resource(s) by the first ranked contractor does not meet the mandatory or minimum experience or other requirements in the draft TA, Canada will ask the first ranked contractor to propose another resource and the contractor will have the time set out in the subparagraph "Contractor's Response to Draft Task Authorization" to respond. If the first ranked contractor fails to respond on time or Canada determines that this second proposed resource does not meet the minimum experience or other requirements in the draft TA, Canada will forward that resource requirement to the second ranked contractor in a draft TA.
 - v. In the event that the second ranked contractor refuses the draft TA or fails to respond on time, Canada may acquire the required Work by other means.
 - vi. In the event that Canada determines the proposed resource(s) by the second ranked contractor does not meet the mandatory or minimum experience or other requirements in the draft TA, Canada will ask the second ranked contractor to propose another resource and the contractor will have the time set out in the subparagraph "Contractor's Response to Draft Task Authorization" to respond. If the second ranked contractor fails to respond on time or Canada determines that this second proposed resource does not meet the minimum experience or other requirements in the draft TA, Canada may acquire the required Work by other means.
 - vii. In the event that a TA issued to the first ranked contractor is terminated in full or in part, Canada may at its discretion offer the work that was subject to the termination to the second ranked contractor in a draft TA.
- (c) **Assessment of Resources proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A,B, C and D of Annex A.
- (d) **Form and Content of draft 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 Annex Appendix B to Annex A.
 - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
 - (A) the 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 categories 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.
- (e) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 5 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.
- (f) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- (i) To be validly issued, a TA must include the following signatures:
- (A) for any TA, inclusive of revisions, with a value less than or equal to \$200,000.00 (excluding Applicable Taxes), the TA must be signed by:
- (1) the Technical Authority; and
 - (2) a representative from [REDACTED]; and
- (B) for any TA, inclusive of revisions, with a value greater than this amount, a TA must include the following signatures:
- (1) the Technical Authority; and
 - (2) a representative from [REDACTED]; and
 - (3) the Contracting Authority.
- Any TA that does not bear the appropriate signatures 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 Client's ability to issue TA's at any time, or reduce the dollar value threshold described in sub article (A) above; any suspension or reduction notice is effective upon receipt.
- (g) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- (ii) The quarterly periods are defined as follows:
- (A) 1st quarter: April 1 to June 30;
 - (B) 2nd quarter: July 1 to September 30;

(C) 3rd quarter: October 1 to December 31; and

(D) 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than [] calendar days after the end of the reporting period.

- (iii) Each report must contain the following information for each validly issued TA (as amended):
- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - (B) a title or a brief description of each authorized task;
 - (C) the name, Resource category of each resource involved in performing the TA, as applicable;
 - (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
 - (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - (F) the start and completion date for each authorized task; and
 - (G) the active status of each authorized task, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TA's (as amended)
- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TA's; and
 - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TA's.

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 minimum Contract Value of \$25,000 for the Primary Contractor and \$10,000 for the Back-up Contractor
- (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 subarticle (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 total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

- (i) 2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

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

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

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

apply to the contract.

7.5 Security Requirement

RCMP Security Requirement:

- a) The Contractor's resources must obtain RCMP security clearances in order to work on site or see certain documentation or have access to RCMP systems. The Contractor will have to participate in the following procedures, at its own cost, throughout the Contract period or any extension period.
- b) The Contractor will assign a Security Officer, who will:

-
- (A) Act as the Contractor's security co-ordinator for completion of all RCMP Security forms throughout the contract period or any extension period; and
 - (B) Ensure that all forms are properly completed and received by the Technical Authority within the time frames specified below.
- c) The Contractor's Security Officer will ensure that Security Forms for all Contractor personnel or subcontracted personnel are completed and received by the Technical Authority. Each of the Contractor's proposed personnel will be required to be fingerprinted and to attend an individual security interview (that could last up to 2 hours each) at an RCMP designated location in the National Capital Area.
- d) Security Procedures for Resources
- (A) Within ten (10) days of Contract award, the Contractor will provide the RCMP with a) the name of the resource(s) who will be directly liaising with the Project Authorities or who will need access to RCMP facilities on a regular basis, and b) their completed RCMP security clearance forms.
 - (B) For resources proposed in any TA, or who will need access to RCMP facilities on a regular basis, the Contractor must provide the following information:
 - (1) Name of individual as it appears on security clearance application form;
 - (2) Date of birth;
 - (3) Level of security clearance obtained;
 - (4) Validity period of security clearance obtained;
 - (5) Security Screening Certificate and Briefing Form file number;
 - (6) Name of the entity under which the security clearance was obtained;
 - (7) Name of Federal Government Department under which security clearance was obtained. If the Federal Government Department is other than PWGSC, provide the name, telephone and fax numbers of the security clearance contact person within that department;
 - (8) If the security clearance is in the process, the date the application was submitted to CISC with the level of security clearance requested.
 - (C) For personnel security clearance obtained under another entity or with a Federal Government Department other than PWGSC, the Contractor should contact the CISC security officer as soon as possible to be guided through the process of completing any paperwork required to request a transfer, or a duplicate of the security clearance or a new application for security clearance as appropriate.
 - (D) For both the processing of initial security clearances and for ongoing security clearances during the Contract period and any extension period, the Contractor will have to take the following timelines into consideration when proposing new personnel that do not have an RCMP security clearance at the required level.
-

	Activity	Time Frame
1.	Security Forms Completed by proposed resource (sample forms available upon request)	Timelines herein are based on the RCMP Security Forms being completed correctly with all mandatory information. These are general guidelines only - individual security clearances may take more or less time than the timeframes stated herein.
2.	Review of Security Form by RCMP to ensure completeness	Within 15 business days of receipt
3.	Field Assessment, if necessary	Within 50 business days
4.	Security Interview with Successful Bidder's proposed resource	Within 15 business days of completion of the field assessment
5.	Notification of Security Status	Within 10 business day of completion of security interview
	Total Elapsed Time (from receipt of a correctly completed Security Form)	Up to 100 business days

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE # SRCL - M7594-8-1003

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET** or **RELIABILITY**, granted or approved by CISD/PWGSC.
3. Processing of PROTECTED information electronically at the Contractor's site is NOT permitted under this Contract.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor 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 2 year(s) 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 3 additional 1-year period(s) 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 contract amendment.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Jay Lavigne
 Title: Supply Team Leader
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Informatics and Telecommunications Systems Procurement Directorate
 Address: 10 Wellington Street Gatineau
 Telephone: (613) 220-9476
 E-mail address: jay.lavigne@tpsgc-pwgsc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

The Technical Authority 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.

(c) Contractor's Representative

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

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

- (i) **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 the TA, 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 and additional hours outside standard hours or on-call work will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **Travel and Living Expenses – National Joint Council Travel Directive** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. Travel requests will only be considered for a work location which is located more than 100 kilometers from the NCR. The Contractor will be paid for actual time spent travelling at half the hourly rate. The hourly rate will be determined by dividing the firm per diem rate set out in Annex B by 7.5 hours. All payments are subject to government audit.
- (iii) **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.
- (iv) **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 within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures 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.

- (b) **Limitation of Expenditure – Cumulative Total of all Task Authorizations**
- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the amount set out on page 1 of the Contract, less any Applicable taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included
 - (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) 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.
 - (i) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- (c) **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) **Electronic Payment of Invoices – Contract** The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
- (i) Visa Acquisition Card;
 - (ii) MasterCard Acquisition Card;
 - (iii) Direct Deposit (Domestic and International);
 - (iv) Electronic Data Interchange (EDI);
 - (v) Wire Transfer (International Only);
 - (vi) Large Value Transfer System (LVTS) (Over \$25M)
- (e) **Time Verification**
- Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.
- (f) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because

of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

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

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

7.11 Certifications and Additional Information

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, any TA quotation and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire Contract Period.

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 Employment 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. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

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

7.14 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:
- (c) 4006 2010-08-16 Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (d) General Conditions 2035 2016-04-04, Higher Complexity - Services;
- (e) Annex A, Statement of Work

- (f) Annex B Pricing Schedule;
- (g) Annex C, Security Requirements Check List
- (h) Annex D Bid Evaluation Criteria
- (i) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any) and
- (j) the Contractor's bid dated _____ as clarified on _____ "or" as amended _____

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.*

7.15 Foreign Nationals (Canadian Contractor)

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

7.16 Foreign Nationals (Foreign Contractor)

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

7.17 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 Insureds: 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 Joint Venture Contractor.

7.18 Limitation of Liability - Information Management/Information Technology

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

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
 - (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore

Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) **Third Party Claims:**

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

7.19 Joint Venture Contractor

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

- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.20 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of 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 Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of having this knowledge, 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.

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

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

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

7.21 Professional Services for Pre-Existing Software

- (a) **Pre-Existing Software:** The "**Pre-Existing Software**" consists of the computer programs listed in Annex A which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- (b) **Software Services:** During the Contract Period, the Contractor must provide the Client with the following "**Services for Pre-Existing Software**" as and when requested by Canada through a Task Authorization:
 - (i) accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available;
and
 - (ii) keeping track of the software publisher's software releases for the purpose of configuration control.
- (c) **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- (d) **Providing Training related to Pre-Existing Software:**
 - (i) The Contractor must provide training in the use of the Pre-Existing Software on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is validly issued in accordance with the Contract.
 - (ii) Canada may issue a Task Authorization whenever it has people who require training.
 - (iii) The training must be provided at various locations across Canada as requested in the Task Authorization.
 - (iv) The training must be available within 15 working days of the Task Authorization being issued.
 - (v) The training, including both the instruction and the course materials, must be provided in _____ [*English and French*]
 - (vi) Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.]
- (e) **Title:** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- (f) **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not

disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

7.22 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.

7.23 Reporting Requirements

The Contractor must provide the following reports to the Technical Authority at the following times:
quarterly

7.24 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 the 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 and maintain, 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.

7.25 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.

7.26 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) Work space
- (b) Land line
- (c) Computer
- (d) Access to printer
- (e) Office supplies

7.27 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 Contractor Representatives 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

1. INTRODUCTION

- 1.1 The CIO sector of the Royal Canadian Mounted Policy (RCMP) is responsible for the RCMP Information Management and Information Technology (IM/IT) program. This includes ongoing design, development, support and maintenance of the following RMCP Operational Systems:
 - 1.1.1 The Human Resources System (HRMIS) based on PeopleSoft; and
 - 1.1.2 The Financial System (TEAM) based on SAP; and
- 1.2 The above systems run on mainframe and open systems platforms.

2. REQUIREMENT

- 2.1 The Contractor must provide informatics support services for the ongoing development, support and maintenance of the RCMP’s operational systems on an “as and when requested” basis as described in this Contract for: _____.

Work stream #1 PeopleSoft; or

Work stream #2 SAP

3. SCOPE OF WORK – WORK STREAM #1 PEOPLESOFT

WS #1 PEOPLESOFT		
TBIPS ID	RESOURCE CATEGORY	TBIPS LEVEL
A.3	ERP PROGRAMMER ANALYST	2
<p>The work for the Peoplesoft work stream #1 entails working with the following toolsets and technologies:</p> <ul style="list-style-type: none"> - Application Engine, - PeopleSoft HCM v.8.9+, - PeopleTools/PeopleCode v8.5+, - SQR, <p>combined with SQL experience in one of the following database:</p> <ul style="list-style-type: none"> - IBM/DB2 UDB v.10+, - SQL Server or - Oracle 		

4. SCOPE OF WORK – WORK STREAM #2 SAP

WS #2 SAP		
TBI P	RESOURCE CATEGORY	TBIPS LEVEL
A.1	APPLICATION/SOFTWARE ARCHITECT	3
A.2	ERP FUNCTIONAL ANALYST	3
A.3	ERP PROGRAMMER ANALYST	3
<p>The work for the SAP work stream #2 entails working with the following toolsets and technologies:</p> <ul style="list-style-type: none"> - SAP ABAP - SAP ABAP WebDynpro, - SAP Business Warehouse, - SAP JAVA WebDynpro, - SAPUI5 - SAP PERSONA's - SAP FIORI - ADOBE FORMS - SAP HANA <p>in the development of the following SAP functional modules or areas:</p> <ul style="list-style-type: none"> - Controlling - Financial Accounting - Funds Managements - Human Capital Management - Business Warehouse 		

- Logistics Execution
- Material Management
- Plant Maintenance
- Project Systems
- Real Estate
- Sales and Distribution
- Security and Authorizations
- Travel Management
- Other

for the development and integration with other technology, or replacing legacy systems with integrated SAP solutions.

***Note to Bidders:** Only one of the above tables, as applicable to the sub-requirement, will be included in any resulting contract.*

5 DELIVERABLES

The Contractor must provide all deliverables as described on the approved Task Authorizations.

6 SECURITY

The Contractor must cooperate with the RCMP to streamline the effort and time involved in achieving personnel security clearances.

7 LANGUAGE OF SERVICE

The Contractor must provide all services delivered under the Contract in English unless otherwise specified to be in French or a combination of French and English.

8 LOCATION OF WORK

It is anticipated that the majority of the Work associated with each TA will be carried out on-site at RCMP's facilities in Ottawa.

APPENDIX A TO ANNEX A

RESOURCE CATEGORIES RESPONSIBILITIES

Work Stream #1 Peoplesoft

A3. ERP PROGRAMMER ANALYST Level # 2

The ERP Programmer Analyst may be required to perform any combination of the following, without limitation:

- A3.1 Requirement gathering and analysis.
- A3.2 Solution design and prototyping.
- A3.3 Develop programs.
- A3.4 Document technical/program specs.
- A3.5 Program testing.
- A3.6 Program debug and problem identification.
- A3.7 Provide recommendations on new technologies.

Work Stream #2 SAP

A1. APPLICATION/SOFTWARE ARCHITECT Level #3

The Application/Software Architect may be required to perform any combination of the following, without limitation:

- A1.1 Develop complex technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- A1.2 Identify the policies and requirements that drive out a particular solution to a complex situation.
- A1.3 Analyze and evaluate alternative technology solutions to meet business problems.
- A1.4 Ensures the integration of all aspects of technology solutions.

- A1.5 Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
- A1.6 Analyze functional requirements to identify information, procedures and decision flows.
- A1.7 Evaluate existing procedures and methods, identify and document database content,
structure, and application sub-systems, and develop data dictionary.
- A1.8 Define and document complex interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems.
- A1.9 Define input/output sources, including in depth detailed plan for technical design phase, and obtain approval of the system proposal.
- A1.10 Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.
- A1.11 Prepare enhanced detailed system documents and business requirements.

A2. ERP FUNCTIONAL ANALYST Level #3

The ERP Functional Analyst may be required to perform any combination of the following, without limitation:

- A2.1 Develop and document complex and detailed ERP functional, business, and/or system requirements specifications.
- A2.2 Develop and document complex screen, report and interface requirements.
- A2.3 Develop complex functional, business, and/or system interface or capability interaction.
- A2.4 Gather and analyze a wide variety of information coming from multiple sources to establish the functional needs of a system or project.
- A2.5 Design methods and procedures for computer systems, and sub-systems of larger systems.
- A2.6 Develop, test and implement small computer systems, and sub-systems of larger systems.

A2.7 Prepares enhanced and detailed forms, manuals, programs, data files, and procedures.

A3. ERP PROGRAMMER ANALYST Level # 3

The ERP Programmer Analyst may be required to perform any combination of the following, without limitation:

A3.1 Gather and analyze a wide variety of information coming from multiple sources to establish the functional needs of a system or project.

A3.2 Complex solutions designing and prototyping.

A3.3 Develop complex programs.

A3.4 Document in depth technical/program specs.

A3.5 Program testing.

A3.6 Program debug and problem identification.

A3.7 Provide detailed recommendations on new technologies.

Annex B
PRICING SCHEDULE

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

WORK STREAM 001 PEOPLESFT

INITIAL 2-YEAR CONTRACT PERIOD

Resource Category	Level of Expertise	# of resources (A)	(B) Firm Per Diem Rate	(C) Estimated number of days	(D) A x B x C = D
ERP Programmer Analyst	2	3		480	

FIRST 1-YEAR OPTION PERIOD

Resource Category	Level of Expertise	# of resources (A)	(B) Firm Per Diem Rate	(C) Estimated number of days	(D) A x B x C = D
ERP Programmer Analyst	2	3		240	

SECOND 1-YEAR OPTION PERIOD

Resource Category	Level of Expertise	# of resources (A)	(B) Firm Per Diem Rate	(C) Estimated number of days	(D) A x B x C = D
ERP Programmer Analyst	2	3		240	

THIRD 1-YEAR OPTION PERIOD

Resource Category	Level of Expertise	# of resources (A)	(B) Firm Per Diem Rate	(C) Estimated number of days	(D) A x B x C = D
ERP Programmer Analyst	2	3		240	

Overall Financial Bid Proposal for Work stream 001	
Original 2-year contract period	
First 1-year option period	
Second 1-year option period	
Third 1-year option period	
Total	\$

WORKSTREAM 002 SAP**INITIAL 2-YEAR CONTRACT PERIOD**

Resource Category	Level of Expertise	# of resources (A)	(B) Firm Per Diem Rate	(C) Estimated number of days	(D) A x B x C = D
Application/Software Architect	3	1		480	
ERP Functional Analyst	3	4		480	
ERP Programmer analyst	3	6		480	

FIRST 1-YEAR OPTION PERIOD

Resource Category	Level of Expertise	# of resources (A)	(B) Firm Per Diem Rate	(C) Estimated number of days	(D) A x B x C = D
Application/Software Architect	3	1		240	
ERP Functional Analyst	3	4		240	
ERP Programmer analyst	3	6		240	

SECOND 1-YEAR OPTION PERIOD

Resource Category	Level of Expertise	# of resources (A)	(B) Firm Per Diem Rate	(C) Estimated number of days	(D) A x B x C = D
Application/Software Architect	3	1		240	
ERP Functional Analyst	3	4		240	
ERP Programmer analyst	3	6		240	

THIRD 1-YEAR OPTION PERIOD

Resource Category	Level of Expertise	# of resources (A)	(B) Firm Per Diem Rate	(C) Estimated number of days	(D) A x B x C = D
Application/Software Architect	3	1		240	
ERP Functional Analyst	3	4		240	
ERP Programmer analyst	3	6		240	

Overall Financial Bid Proposal for Work stream 002

Original 2-year contract period	
First 1-year option period	
Second 1-year option period	
Third 1-year option period	
Total	\$

ANNEX C
SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

NARMS 2017111 25254

Contract Number / Numéro du contrat M7594-8-1003
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine RCMP	2. Branch or Directorate / Direction générale ou Direction CIO Sector
--	---

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
ERS TO SECRET. THIS TASK AUTHORIZATION CONTRACT WILL HAVE MULTIPLE LEVELS RANGING FROM
 To acquire professional services for application development for numerous projects and across the entire system development life cycle (SDLC). This SRCL is for the following streams: Peoplesoft, SAP, Cognos and Enterprise Architecture. *WHEN THERE ARE CALL UPS AGAINST THIS FOR A SPECIFIC PROJECT WE WILL REQUIRE AN SRCL AND SO ON. ONCE REVIEWED WE WILL EVALUATE THE SECURITY LEVELS FOR EACH SPECIFIC JOB ROLE.*

5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
--	--	------------------------------------

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

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

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
---	-----------------------------------	---

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

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

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès
Canada <input checked="" type="checkbox"/> NATO / OTAN <input type="checkbox"/> Foreign / Étranger <input type="checkbox"/>

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

7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments:
 Commentaires spéciaux : MULTI LEVEL - CLEARANCES WILL RANGE FROM ERS to SECRET.

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

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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 saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL	SECRET	TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRES SECRET	A	B	C	CONFIDENTIEL	SECRET	TRES SECRET
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).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Utano, Tony Antonio	Title - Titre Director, Application Development and	Signature
Telephone No. - N° de téléphone 613-993-8296	Facsimile No. - N° de télécopieur 613-993-6600	E-mail address - Adresse courriel Tony.Utano@rcmp-grc.gc.ca
		Date 2017.06.23

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Gleesa Burke	Title - Titre National Security & Contracting Coordinator	Signature
Telephone No. - N° de téléphone 613 843-5938	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel gleesa.burke@rcmp-grc.gc.ca
		Date Sept. 18, 2017

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

Royal Canadian Mounted Police Security Guide

M7594-181003

General Security Requirements

All contractors and sub-contractors employed on this contract must support the RCMP's security environment by complying with the directives described in this document.

1. Physical access is restricted to those specific areas of RCMP facilities required to meet the contract's objectives.
2. No Protected or Classified information or other assets will be removed from the RCMP facility without the approval of the Departmental representative or technical authority. If approved the transport and/or transmittal must comply with the security requirements identified in the RCMP's Transport and Transmittal Guide.
3. Restricted items such as cameras, mobile telephones, and audio/visual devices will be surrendered to the main security desk upon arrival at any RCMP facility unless prior written approval has been obtained.
4. If applicable the contractor must hold a valid Document Safeguarding Capability (DSC).
5. The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.
6. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
7. The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. Ie: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring a clearance and personnel requiring clearance renewal.
8. All contractor personnel will be required to obtain and maintain a personnel security clearance commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).

Enhanced Reliability Status (ERS ,formerly RRS) and Secret

For contractors who require access to RCMP protected information, systems, assets and/or facilities. In this scenario, the RCMP wishes to conduct all checks required for obtaining an ERS or Secret. For PWGSC procurement purposes, this should be identified in the contractual documents.

Contractor personnel must submit to verification by the RCMP, prior to being granted access to Protected or Classified information, systems, assets and/or facilities. The RCMP reserves the right to deny access to any of the above to any contractor personnel, at any time.

When the RCMP identifies a requirement for RRS or a security clearance; the successful Bidder, Contractor will submit the following to the RCMP:

1. Form TBS 330-23
2. Form TBS 330-60
3. Form 1020 (Security Interview)
4. Two pieces of photo identification (Birth Certificate and Driver's licence)
5. Two sets of fingerprints
6. Working Visa (where applicable)
7. Two passport photographs
8. Security Interview

The RCMP:

1. will conduct personnel security screening checks above the Policy on Government Security requirements
2. is responsible for escorting requirements on its facilities or sites

****Please note that as this is a Task Authorization Contract the exact taskings are not known at this time. When a Call-Up against this contract is made an SRCL and SOW will be requested. At that time we will then provide a Security Guide which will detail and set the exact Level of Security for each job tasking.****

ANNEX D – BID EVALUATION CRITERIA

BID EVALUATION CRITERIA EVALUATION PROCEDURES

BASIS OF SELECTION

To be declared responsive, a bid must:

- a. meet all mandatory criteria; and
- b. obtain the required minimum of **25** points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **50** points.

All referenced contracts and experience must have been awarded ranging from a period of one to ten years before the Initial Solicitation Date.

The Bidder must have been the prime contractor, rather than a subcontractor. This means that the Bidder contracted directly with the end customer.

To demonstrate experience related to all of the contracts referenced below, the Bidder is requested to provide the following information:

Name of the organization.

The contract number.

The name and either the telephone number or email address of the organization's contact responsible for the contract.

The award and expiry date of the referenced contract.

For each contract **reference** required in the mandatory and point rated criteria below, the Bidder is requested to provide all of the following elements:

- a) Contract Name
- b) Client Organization
- c) Start Date and duration
- d) Description of Scope of Work
- e) Description of work performed, skills and technologies involved and responsibilities held during the contract
- f) Name, current phone number and title of the client's contract authority or authorized representative who will confirm the bidder's claim
- g) Dollar value of each contract

Each contract description should be two pages or less in length

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

Bidders must respond to criteria for either Work Stream 001 Peoplesoft or Work Stream 002 SAP in their bids. Bidders may bid on both work streams but each bid must be submitted separately.

A) Criteria for Work Stream 001 - Peoplesoft

For each contract reference required in the mandatory and point rated criteria below, the Bidder is requested to provide all of the following elements:

- a) Contract Name
- b) Client Organization
- c) Start Date and duration
- d) Description of Scope of Work
- e) Description of work performed, skills and technologies involved and responsibilities held during the contract
- f) Name, current phone number and title of the client's contract authority or authorized representative who will confirm the bidder's claim
- g) Dollar value of each contract

Each contract description should be two pages or less in length

Criteria	Corporate Mandatory Criteria – Work Stream 001 PeopleSoft	Cross Reference to bid
M1	<p>The Bidder must demonstrate their ability to provide quality maintenance resources by providing references for three successful contracts in the past 7 years prior to date of RFP issuance that are similar to the requirement described in the SOW in Annex A.</p> <p>The Bidders response must address each of the following characteristics for each of the three successful contracts:</p> <ul style="list-style-type: none"> i) be application maintenance oriented ii) be one year or more in duration iii) have a similar team size (about 5-15 people) iv) deal with public sector v) team must have included ERP Programmer Analyst 	
M2	<p>The Bidder must have demonstrated Corporate contract experience, in the past 7 years prior to date of RFP issuance involving a transition-in, for a minimum of 3 contracts of a minimum value of \$5 million each.</p> <p>The Bidders response must address each of the following characteristics for each of the three contracts</p> <ul style="list-style-type: none"> i) Collaboration with the former PeopleSoft service provider; ii) The planning, execution and monitoring of Resource Training and/or Knowledge Transfer; iii) The reporting of transition-in progress; and iv) The resolution of the transition-in issues 	
M3	<p>The Bidder must have been awarded at least three (3) Information Management, Information Technology (IM/IT) contracts, Each of these contracts must have:</p> <ul style="list-style-type: none"> i) A minimum contract value of \$5,000,000.00 ii) have been awarded within the last 7 years prior to date of RFP issuance iii) the duration must be at least two years iv) Have a similar team size (about 5-15 people) 	

(iii) Point Rated corporate criteria this point rated criteria leverages against your 'already established' mandatory criteria... compound experience

Criteria	Point Rated Corporate Criteria – Work Stream 001 PeopleSoft	Maximum possible score = 50 Minimum required score = 25	
R1	<p>Points will be awarded for experience over and above that required for M1</p> <p><u>(M1 Criteria)</u> <i>“The Bidder must demonstrate their ability to provide quality maintenance resources by providing references for three successful contracts in the past 7 years prior to date of RFP issuance that are similar to the requirement described in the SOW in Annex A.</i></p> <p><i>The Bidders response must address each of the following characteristics for each of the three successful contracts:</i></p> <ul style="list-style-type: none"> i) <i>be application maintenance oriented</i> ii) <i>be one year or more in duration</i> iii) <i>have a similar team size (about 5-15 people)</i> iv) <i>deal with public sector</i> v) <i>team must have include ERP Programmer Analyst”</i> 	<p>Over and above the three references required for M1 – maximum 30 points</p> <p>4 references – 10 points</p> <p>5 references- 20 points</p> <p>6 or more references – 30 points</p>	
R2	<p>Points will be awarded for experience over and above that required for M2</p> <p><u>(M2 Criteria)</u> <i>“The Bidder must have demonstrated Corporate contract experience, in the past 7 years prior to date of RFP issuance involving a transition-in, for a minimum of 3 contracts of a minimum value of \$5 million each.</i></p> <p><i>The Bidders response must address each of the following characteristics for each of the three contracts</i></p> <ul style="list-style-type: none"> i) <i>Collaboration with the former PeopleSoft service provider;</i> ii) <i>The planning, execution and monitoring of Resource Training and/or Knowledge Transfer;</i> iii) <i>The reporting of transition-in progress; and</i> iv) <i>The resolution of the transition-in issues”</i> 	<p>Over and above the three references required for M2 – maximum 10 points</p> <p>4 references – 5 points</p> <p>5 references – 10 points</p>	
R 3	<p>Points will be awarded for experience over and above that required for M3</p> <p><u>(M3 Criteria)</u></p>	<p>Over and above the three references required for M3 - Maximum 10 points</p>	

	<p><i>“The Bidder must have been awarded at least three (3) Information Management, Information Technology (IM/IT) contracts, Each of these contracts must have:</i></p> <ul style="list-style-type: none"> <i>v) A minimum contract value of \$5,000,000.00</i> <i>vi) have been awarded within the last 7 years prior to date of RFP issuance</i> <i>vii) the duration must be at least two years</i> <i>viii) Have a similar team size (about 5-15 people)”</i> 	<p>4 references – 5 points 5 references – 10 points</p>	
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B) Criteria for Work Stream 002 – SAP

For each contract reference required in the mandatory and point rated criteria below, the Bidder is requested to provide all of the following elements:

- a) Contract Name
- b) Client Organization
- c) Start Date and duration
- d) Description of Scope of Work
- e) Description of work performed, skills and technologies involved and responsibilities held during the contract
- f) Name, current phone number and title of the client’s contract authority or authorized representative who will confirm the bidder’s claim
- g) Dollar value of each contract

Each contract description should be two pages or less in length

Criteria	Corporate Mandatory Criteria – Work Stream 002 SAP	Cross Reference to bid
M1	<p>The Bidder must demonstrate their ability to provide quality resources by providing references for three successful contracts in the past 7 years prior to date of RFP issuance that are similar to the requirement described in the SOW in Annex A.</p> <p>The Bidders response must address each of the following characteristics for each of the two successful contracts:</p> <ul style="list-style-type: none"> i) be application development and maintenance oriented 	

	<ul style="list-style-type: none"> ii) be one year or more in duration iii) have a similar team size (about 5-15 people) iv) deal with public sector v) team must have included Programmer Analyst, Function Analyst and Application Software Architect 	
M2	<p>The Bidder must have demonstrated Corporate contract experience, in the past 7 years prior to date of RFP issuance involving a transition-in, for a minimum of 3 contracts valued at a minimum of \$5M each.</p> <p>The Bidders response must address each of the following characteristics for each of the three contracts</p> <ul style="list-style-type: none"> i) Collaboration with the former SAP service provider; ii) The planning, execution and monitoring of Resource Training and/or Knowledge Transfer; iii) The reporting of transition-in progress; and iv) The resolution of the transition-in issues 	
M3	<p>The Bidder must have been awarded at least three (3) Information Management, Information Technology (IM/IT) contracts, Each of these contracts must have:</p> <ul style="list-style-type: none"> i) A minimum contract value of \$5,000,000.00 ii) have been awarded within the last 7 years prior to date of RFP issuance iii) the duration must be at least two years iv) Have a similar team size (about 5-15 people)” 	

(ii) Point Rated corporate criteria this point rated criteria leverages against your ‘already established’ mandatory criteria... compound experience

Criteria	Point Rated Corporate Criteria – Work Stream 002 SAP	Maximum possible score = 50 Minimum required score = 25	
R1	<p>Points will be awarded for experience over and above that required for M1</p> <p><i>(M1 Criteria)</i> “The Bidder must demonstrate their ability to provide quality resources by providing references for three successful contracts in the past 7 years prior to date of RFP issuance that are similar to</p>	Over and above the three references required for M1 – maximum 30 points	

	<p><i>the requirement described in the SOW in Annex A.</i></p> <p><i>The Bidders response must address each of the following characteristics for each of the three successful contracts:</i></p> <ul style="list-style-type: none"> <i>i) be application development and maintenance oriented</i> <i>ii) be one year or more in duration</i> <i>iii) have a similar team size (about 5-15 people)</i> <i>iv) deal with public sector</i> <i>v) team must have included Programmer Analyst, Function Analyst and Application Software Architect”</i> 	<p>4 references – 10 points</p> <p>5 references – 20 points</p> <p>6 references and over – 30 points</p>	
R2	<p>Points will be awarded for experience over and above that required for M2</p> <p><u>(M2 Criteria)</u> <i>“The Bidder must have demonstrated Corporate contract experience, in the past 7 years prior to date of RFP issuance involving a transition-in, for a minimum of 3 contracts valued at a minimum of \$5M each.</i></p> <p><i>The Bidders response must address each of the following characteristics for each of the three contracts</i></p> <ul style="list-style-type: none"> <i>i) Collaboration with the former SAP service provider;</i> <i>ii) The planning, execution and monitoring of Resource Training and/or Knowledge Transfer;</i> <i>iii) The reporting of transition-in progress; and</i> <i>iv) The resolution of the transition-in issues”</i> 	<p>Over and above the three references required for M2 – maximum 10 points</p> <p>4 references – 5 points</p> <p>5 references – 10 points</p>	
R3	<p>Points will be awarded for experience over and above that required for M3</p> <p><u>(M3 Criteria)</u> <i>“The Bidder must have been awarded at least three (3) Information Management, Information Technology (IM/IT) contracts, Each of these contracts must have:</i></p> <ul style="list-style-type: none"> <i>i) A minimum contract value of \$5,000,000.00</i> <i>ii) have been awarded within the last 7 years prior to date of RFP issuance</i> <i>iii) the duration must be at least two years</i> <i>iv) Have a similar team size (about 5-15 people)”</i> 	<p>Over and above the three references required for M3 - Maximum 10 points</p> <p>4 references – 5 points</p> <p>5 references – 10 points</p>	

APPENDIX 1 TO ANNEX D

BID EVALUATION CRITERIA, PROFESSIONAL SERVICES RESOURCE CRITERIA

Evaluated Resources will only be assessed after contract award once specific tasks are requested of the Contractor.

The Bidder's proposed resources must meet all of the Mandatory Criteria of the work stream and resource category under which they have been submitted.

Whenever experience in a specific category is requested, it will be evaluated against the responsibilities enumerated in the *ANNEX A Statement of Work, Section 4 Resources Categories Responsibilities*. In order for a Resource Project Reference to be accepted, it must demonstrate at least 50% of the responsibilities enumerated in the *ANNEX A Statement of Work* – for the specific category type.

Levels of Expertise: Information Technology (IT) work experience and educational requirements used throughout this document to define Levels of Expertise 2 and 3.

Description of Expertise Related to either Work Stream and all Resource Category Levels:

Levels of Expertise	Requirements
Level 2	1. Minimum 7 years of IT experience within last 10 years; OR 2. Minimum 5 years of IT experience plus a degree or diploma (minimum 2 year program) in IT within the last 10 years.
Level 3	1. Minimum 10 years of IT experience within last 15 years; OR 2. Minimum 7 years of IT experience plus a degree or diploma (minimum 2 year program) in IT within the last 15 years.

Combined Demonstrated Experience: Experience performing any combination of the listed experience, provided the combined time meets the minimum years of experience.

Bidders must respond to criteria for either Work Stream 001 Peoplesoft or Work Stream 002 SAP in their bids. Bidders may bid on both work streams but each bid must be submitted separately.

Work stream 001 Peoplesoft

	Mandatory Criteria	Met "M" Not Met "NM"	Cross reference to proposal page #
M 1.0	ERP Programmer Analyst – Level 2 - Peoplesoft		
M.1.1	1. Minimum 7 years of IT experience within last 10 years; OR 2. Minimum 5 years of IT experience plus a degree or diploma (minimum 2 year program) in IT within the last 10 years.		
M.1.2	Minimum 2 years within the past 4 years of combined demonstrated experience as a Peoplesoft ERP Programmer Analyst performing the following activities: 1 Requirement gathering and analysis. 2. Solution design and prototyping. 3. Develop programs. 4. Document technical/program specs. 5. Program testing. 6. Program debug and problem identification. 7. Provide recommendations on new technologies.		
M.1.3	Minimum 2 years within the past 4 years demonstrated experience as a Peoplesoft ERP Programmer Analyst using Peoplesoft HCM V 8.9+ combined with 1 of the Programming Languages: Programming Languages: 1. Application Engine 2. PeopleTools/PeopleCode V8.5+ SQR		

	Mandatory Criteria	Met "M" Not Met "NM"	Cross reference to proposal page #
M.1.4	<p>Minimum 2 years within the past 4 years demonstrated experience as a Peoplesoft ERP Programmer Analyst using Peoplesoft HCM V 8.9+ combined with 1 of the Database Languages:</p> <p>Database Languages:</p> <ol style="list-style-type: none"> 1. IBM/DB2 UDB v10+ 2. SQL Server or 3. Oracle 		

Work Stream 002 SAP

	Mandatory Criteria	Met "M" Not Met "NM"	Cross reference to proposal page #
M.2.0	Application/Software Architect – Level 3 - SAP		
M.2.1	<ol style="list-style-type: none"> 1. Minimum 10 years of IT experience within last 15 years; OR 2. Minimum 7 years of IT experience plus a degree or diploma (minimum 2 year program) in IT within the last 15 years. 		
M.2.2	<p>Minimum 3 years combined demonstrated experience as an SAP Application/Software Architect performing the following activities:</p> <ol style="list-style-type: none"> 1. Develop complex technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements. 2. Analyze and evaluate alternative technology solutions to meet business problems. 3. Define and document complex interfaces of manual to automated operations within application sub- 		

	Mandatory Criteria	Met "M" Not Met "NM"	Cross reference to proposal page #
	<p>systems, to external systems and between new and existing systems.</p> <p>4. Define input/output sources, including in depth detailed plan for technical design phase, and obtain approval of the system proposal.</p>		
M.2.3	<p>Minimum 3 years combined demonstrated experience as an SAP Application/Software Architect performing any of the following activities:</p> <ol style="list-style-type: none"> 1. Identify the policies and requirements that drive out a particular solution to a complex situation. 2. Ensures the integration of all aspects of technology solutions. 3. Monitor industry trends to ensure that solutions fit with government and industry directions for technology. 4. Analyze functional requirements to identify information, procedures and decision flows. 5. Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary. 6. Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc. 7. Prepare enhanced detailed system documents and business requirements. 		
M.2.4	Minimum 3 years demonstrated experience as an SAP Application/Software Architect, using SAP PO.		
M.2.5	<p>While working with SAP PO must have minimum 1 year experience working with any of the following toolsets and technologies:</p> <p>Programming Languages:</p> <ol style="list-style-type: none"> 1. SAP PERSONA's 2. SAP FIORI 3. SAP HANA 		

	Mandatory Criteria	Met "M" Not Met "NM"	Cross reference to proposal page #
M.2.6	<p>Minimum 3 years demonstrated experience as an SAP Application/Software Architect using at least 1 of the following:</p> <p>SAP Functional Modules or Areas:</p> <ol style="list-style-type: none"> 1. Financial Accounting 2. Funds Managements 3. Sales Distribution 4. Human Resources 		
M.2.7	<p>Minimum 3 years demonstrated experience as an SAP Application/Software Architect using at least 1 of the following:</p> <ol style="list-style-type: none"> 1. Controlling 2. Business Warehouse 3. Logistics Execution 4. Material Management 5. Plant Maintenance 6. Project Systems 7. Real Estate 8. Security and Authorizations 9. Travel Management 10. Other 		

	Mandatory Criteria	Met "M" Not Met "NM"	Cross reference to proposal page #
M.3.0	ERP Functional Analyst – Level 3 - SAP		
M.3.1	1. Minimum 10 years of IT experience within last 15 years; OR 2. Minimum 7 years of IT experience plus a degree or diploma (minimum 2 year program) in IT within the last 15 years.		
M.3.2	Minimum 5 years combined demonstrated experience as an SAP ERP Functional Analyst performing the following activities: 1. Develop and document complex and detailed ERP functional, business, and/or system requirements specifications. 2. Develop complex functional, business, and/or system interface or capability interaction. 3. Gather and analyze a wide variety of information coming from multiple sources to establish the functional needs of a system or project.		
M.3.3	Minimum 5 years combined demonstrated experience as an SAP ERP Functional Analyst performing any of the following activities: 1. Develop and document complex screen, report and interface requirements. 2. Design methods and procedures for computer systems, and sub-systems of larger systems. 3. Develop, test and implement small computer systems, and sub-systems of larger systems. 4. Prepares enhanced and detailed forms, manuals, programs, data files, and procedures.		
M.3.4	Minimum 5 years demonstrated experience as an SAP ERP Functional Analyst using the following SAP modules:		

	Mandatory Criteria	Met "M" Not Met "NM"	Cross reference to proposal page #
	<ol style="list-style-type: none"> 1. Financial Accounting 2. Funds Managements 3. Sales and Distribution 4. Human Resources 		
M.3.5	<p>Minimum 5 years demonstrated experience as an SAP ERP Functional Analyst using at least 2 of the following SAP modules:</p> <ol style="list-style-type: none"> 1. Controlling 2. Business Warehouse 3. Logistics Execution 4. Material Management 5. Plant Maintenance 6. Project Systems 7. Real Estate 8. Security and Authorizations 9. Travel Management 10. Other 		

	Mandatory Criteria	Met "M" Not Met "NM"	Cross reference to proposal page #
M.4.0	ERP Programmer Analyst – Level 3 - SAP		
M.4.1	<ol style="list-style-type: none"> 1. Minimum 10 years of IT experience within last 15 years; OR 2. Minimum 7 years of IT experience plus a degree or diploma (minimum 2 year program) in IT within the last 15 years. 		
M.4.2	<p>Minimum 3 years of combined demonstrated experience as an SAP ERP Programmer Analyst performing the following activities:</p> <ol style="list-style-type: none"> 1. Gather and analyze a wide variety of information coming from multiple sources to establish the functional needs of a system or project. 		

	Mandatory Criteria	Met "M" Not Met "NM"	Cross reference to proposal page #
	<ol style="list-style-type: none"> 2. Complex solutions designing and prototyping. 3. Develop complex programs. 4. Document in depth technical/program specs. 5. Program testing. 6. Program debug and problem identification. 7. Provide detailed recommendations on new technologies. 		
M.4.3	<p>Minimum 3 years demonstrated experience as an SAP ERP Programmer Analyst using the following:</p> <p>Programming Languages:</p> <ol style="list-style-type: none"> 1. SAP ABAP 2. SAP ABAP WebDynpro 3. SAP JAVA WebDynpro 		
M.4.4	<p>Minimum 3 years demonstrated experience as an SAP ERP Programmer Analyst using at least one of the following SAP modules:</p> <p>Functional Modules or Areas:</p> <ol style="list-style-type: none"> 1. Financial Accounting 2. Funds Managements 3. Sales Distribution 4. Human Resources 		

Form 1

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [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.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3 for instructions. (Note: Procurement Officers should delete if this requirement was not included in Part 6)	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____ Country: _____
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant" Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"

<p>Security Clearance Level of Bidder</p> <p>[include both the level and the date it was granted]</p> <p>[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.]</p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		

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. 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 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 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. Mandatory criteria will not be 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). Mandatory criteria will not be 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 FORM**



TASK AUTHORIZATION FORM FORMULAIRE D'AUTORISATION DE TÂCHES

PART 1 (completed by the Technical/Project Authority) / **PARTIE 1** (complété par le Responsable technique / Chargé du projet)

A. General Information / Informations générales

Contract Number / Numéro du contrat :

Contractor Name / Nom du Contracteur :

Task Authorization (TA) No.
N° de l'autorisation de tâches (AT) :

Commitment No.
N° de l'engagement :

Financial Coding
Code financier :

Date of Issuance
Date d'émission :

Response required by
Réponse requise
d'ici le :

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B. For Amendments Only / Aux fins de modification seulement

Amendment No. / N° de la modification :

Reason for the Amendment / Raison pour la modification :

C. TA Requirements / Exigences relatives à l'AT

Required Resource(s) / Ressource(s) requise(s)

Category and Level Catégorie et Niveau	Estimated Level of Effort (days) / Niveau d'effort estimatif (jours)	Linguistic Profile / Profil linguistique	Required Level(s) of Security / Niveau(x) de sécurité requis

Statement of Work (tasks, deliverables, reports, etc.) / Énoncé des travaux (tâches, livrables, rapports, etc.)

See attached / Voir pièce jointe

Period of Services / Période de service:

Initial Start Date / Date de début initiale :

Initial End Date / Date de fin initiale :

Extended End Date (See Reason for the Amendment) / Date de fin prolongée (voir Raison pour la modification):

Option To Extend Initial End Date / Option pour prolonger la date de fin initiale

Optional End Date(S) / Date(s) de fin optionnelle(s)	Status / Statut
	<input type="radio"/> In Effect / en vigueur

Travel Requirement(s) / Exigence(s) de voyage :

n/a

Work Location(s) / Lieu(x) de travail :

PART 2 (completed by the Contractor and/or the Technical/Project Authority) / **PARTIE 2** (complété par le Contracteur et/ou le Responsable technique / Chargé du projet)

Contractor Resource(s) and Estimated Cost / Ressource(s) du Contracteur et Coût total estimatif

Note: once approved, only the following resources may provide services under this TA. / Nota : une fois approuvée, seules les ressources suivantes peuvent fournir des services sous la présente AT

Name / Nom Category and Level / Catégorie et Niveau	PWGSC Security File No. / N° du dossier de sécurité TSPGC	Linguistic Profile / Profil linguistique	Per Diem Rate / Taux journalier	Estimated Level of Effort (days) / Niveau d'effort estimatif (jours)	Total Estimated Cost / Coût total estimatif
0					\$0.00
0					\$0.00

Estimated Cost / Coût estimatif	\$0.00
Total Estimated Travel and Living Cost / Coût total estimatif de voyage et de vie	\$0.00
Total Estimated Cost / Coût total estimatif	\$0.00

PART 3 - TA APPROVAL BY CANADA / PARTIE 3 - APPROBATION DE L'AT PAR LE CANADA

<p>By signing this TA, the authorized client authority and/or the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the Contract.</p>		<p>En apposant sa signature sur l'AT, le client autorisé et/ou l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT est conforme aux conditions du contrat.</p>	
<p>The client's authorization limit is \$300,000. When the value of a TA and its amendments (excluding Applicable Taxes) is in excess of this limit, the TA must be signed by the authorized client and forwarded to the PWGSC Contracting Authority for authorization.</p>		<p>La limite d'autorisation du client est \$300,000. Lorsque la valeur de l'AT et ses modifications (excluant les taxes applicables) dépasse cette limite, l'AT doit être signée par le client autorisé et transmise à l'autorité contractante de TPSGC pour autorisation.</p>	
Name of Authorized Client / Nom du client autorisé	Date	Name of Contracting Authority / Nom de l'autorité contractante	Date
_____	_____	_____	_____
Signature		Signature	

PART 4 - CONTRACTOR SIGNATURE / PARTIE 4 - SIGNATURE DU CONTRACTEUR

<p>Name and Title of individual authorized to sign on behalf of the Contractor / Nom et titre Signature de la personne autorisée à signer au nom de l'entrepreneur</p>			Signature	Date
<p>_____</p>			_____	_____

**APPENDIX C TO ANNEX A
RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE**

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

Mandatory Resource Assessment Criteria			
PROPOSED RESOURCE PROJECT REFERENCE NUMBER (CONTRACTOR ASSIGNED):			
CONTRACTOR NAME:		CONTRACT NUMBER:	
RESOURCE NAME:		RESOURCE CATEGORY:	
PROJECT REFERENCE CONTACT INFORMATION			
NAME OF ORGANIZATION:		CONTACT NAME:	
E-MAIL ADDRESS:		TELEPHONE NUMBER:	
PROJECT DETAIL			
PROJECT TITLE:			
PROJECT START DATE (MM/YY):		PROJECT END DATE (MM/YY):	
RESOURCE INVOLVEMENT			
<i>Cross Reference to Response Template</i>	<i>Cross Reference to SOW</i>	<i>Description of resource involvement as linked to the SOW, CV and description of Technology (where applicable to the TA Request)</i>	<i>Cross Reference to CV Page/ Article #</i>

APPENDIX D TO ANNEX A CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date

4. CERTIFICATION OF LANGUAGE

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English or fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in English or in English and French (as indicated in the TA) without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

Form 2**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.

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 permanent full-time and/or permanent part-time employees.
- 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).

Form 3

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)