



**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**

**Québec**

**K1A 0S5**

**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**

<b>Title - Sujet</b> IT ProServices	
<b>Solicitation No. - N° de l'invitation</b> 08915-180150/A	<b>Date</b> 2019-01-17
<b>Client Reference No. - N° de référence du client</b> 20180150	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-SEL-609-34531	
<b>File No. - N° de dossier</b> 609e1.08915-180150	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-02-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bastien, Josée	<b>Buyer Id - Id de l'acheteur</b> 609e1
<b>Telephone No. - N° de téléphone</b> (613) 858-9843 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  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 - EL Division/Services  
professionnels en informatique - division EL

Terrasses de la Chaudière 4th Floor

10 Wellington Street

Gatineau

Québec

K1A 0S5

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

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**BID SOLICITATION  
FOR (A) CONTRACT(S) AGAINST A SUPPLY ARRANGEMENT FOR  
TASK- BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)  
VARIOUS RESOURCE CATEGORIES - LEVEL 2 OR 3  
FOR  
GLOBAL AFFAIRS CANADA (GAC)**

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**List of Annexes to the Resulting Contract:**

Annex A Statement of Work

- (i) Appendix A to Annex A - Tasking Assessment Procedure;
- (ii) Appendix B to Annex A - Task Authorization (TA) Form;
- (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Table; and
- (iv) Appendix D to Annex A - Certifications at the TA stage.

Annex B Basis of Payment

Annex C Security Requirements Check List

**List of Attachments:**

- Attachment 1 – Bid Submission Form
- Attachment 2 – Substantiation of Technical Compliance
- Attachment 3 – Pricing Schedule
- Attachment 4 – Federal Contractors Program for Employment Equity – Certification
- Attachment 5 – Electronic Payment Instruments

**BID SOLICITATION  
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**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 and any other annexes.

**1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of Global Affairs Canada (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of 2 contract(s), each for one year plus 6 one-year irrevocable options allowing Canada to extend the term of the contract(s).
- (c) 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.
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoFTA), the Canada-Panama Free

- Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- (e) 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 the attachment titled “Federal Contractors Program for Employment Equity – Certification.”
  - (f) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2, in all resource categories and in the National Capital 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.
  - (g) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
  - (h) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
Application/Software Architect	LEVEL 3	1
Quality Assurance Specialist / Analyst	LEVEL 2	1
Programmer/Analyst	LEVEL 2	1
Programmer/Analyst	LEVEL 3	1
Database Analyst	LEVEL 3	1
WEB Developer	LEVEL 2	1
Project Manager	LEVEL 3	1
Technical Writer	LEVEL 2	1

### 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 (2018-05-22) 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 4 of Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 180 days
- (f) Subsection 1 of Section 08, Transmission by facsimile or by epost Connect of Standard Instructions 2003 incorporated by reference above, is deleted and replaced by the following:
  - 1. Facsimile

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

### **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 or through epost Connect if the Bidder chooses to use this service.
- (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**

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

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

**2.6 Improvement of Requirement During Solicitation Period**

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

**2.7 Volumetric Data**

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

#### (a) Epost Connect Bid Submission

- (i) If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 Standard Instructions. 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.
- (ii) The bid must be gathered per section and separated as follows:
  - (A) Section I: Technical Bid
  - (B) Section II: Financial Bid
  - (C) Section III: Certifications

#### (b) Soft Copy Bid Submission (CD or USB)

- (i) If the Bidder chooses to submit its bid in soft copy via the PWGSC Bid Receiving Unit, Canada requests that the Bidder submits its bid in separate sections as follows:
  - (A) Section I: Technical Bid – One soft copy on a CD or USB key
  - (B) Section II: Financial Bid – One soft copy on a SEPARATE CD or USB key
  - (C) Section III: Certifications – One soft copy on a CD or USB key
- (c) If the Bidder is simultaneously providing an epost Connect copy and soft copy of the bid and if there is a discrepancy between the wording of the epost Connect copy and soft copy, the wording of the epost Connect copy will have priority over the wording of the soft copy.
- (d) Canada is not requesting a hard copy of the bid. However, if the Bidder submits a hard copy of its bid, and if there is a discrepancy between the wording of the soft or epost Connect copy and the hard copy, the wording of the soft or epost Connect copy will have priority over the wording of the hard copy.
- (e) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (f) **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) page size;
  - (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.
- (g) **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.
- (h) **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.
- (i) **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 - Attachment "1" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name 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) **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

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

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

(iii) **Substantiation of Technical Compliance:**

- (A) **Mandatory Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment 2, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the

Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 2, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (B) **Point-Rated Technical Criteria** : The technical bid must substantiate the compliance with the specific articles of Attachment 2, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be rated accordingly. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 2, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (iv) **For Proposed Resources**: The technical bid must include résumés for the resources as identified in Attachment "2". The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
- (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized

by the Canadian Information Centre for International Credentials (CICIC). If the Bidder has not included the copy of the results in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit it during the evaluation period. If the Bidder has not submitted the copy of the results within 2 working days of the request by the Contracting Authority, its bid will be declared non-responsive.

- (D) For work experience, PWGSC will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, 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.

(v) **Customer Reference Contact Information:**

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

- (A) The form of question to be used to request confirmation from customer references is as follows:

*"Sample Question to Customer Reference": "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 Pricing Schedule provided in Attachment "3". 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:
  - (i) the rate bid must not increase by more than 5% from one time period to the next; and
  - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (e) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment "5" Electronic Payment Instruments, to identify which ones are accepted. If Attachment "5" 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.

### 3.4 Section III: Certifications

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

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of 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) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
- (A) verify any or all information provided by the Bidder in its bid; or
- (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,
- the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
- (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

- (a) Canada will conduct the Phased Bid Compliance Process (PBCP) described below for this requirement ONLY if Canada receives 4 or fewer Bids by the bid solicitation closing date.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE



TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

**4.1.1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

## **4.2 Technical Evaluation**

### **(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 Attachment 2 et 2.1.

### **(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 Attachment 2.2.
- (c) **Number of Resources Evaluated:**
- Only a certain number of resources per Resource Category may be evaluated as part of this bid solicitation as identified in Attachment 2.1. Additional 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 Appendix C of Annex A.
- (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 on the same day 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**

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (c) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (d) Financial Evaluation - Method B below).
- (c) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
  - (i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will

establish, for each period and each Resource Category, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 20% of the median, and an upper median rate to a value of plus (+) 30% of the median. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

(ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

(A) A Bidder's proposed firm per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Resource Category will be allocated 0 points.

(B) A Bidder's proposed firm per diem rate falling within the upper and lower median band limits, for that period and Resource Category, will be allocated points using the following calculation, which will be rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate within the median band limits}} \times \text{Maximum Points Assigned at Table 1 below}$$

(C) A Bidder's proposed firm per diem rate falling within the established median band limits which is the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 1 below.

TABLE 1 - MAXIMUM POINTS ASSIGNED									
RESOURCE CATEGORIES	LEVEL	INITIAL (1 YEAR) PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4	OPTION PERIOD 5	OPTION PERIOD 6	TOTAL POINTS
Application/ Software Architect	3	50	50	50	50	50	50	50	350
Quality Assurance Specialist	2	25	25	25	25	25	25	25	175
Programmer/ Analyst	2	25	25	25	25	25	25	25	175
Programmer/ Analyst	3	50	50	50	50	50	50	50	350
Database Analyst	3	50	50	50	50	50	50	50	350
WEB Developer	2	25	25	25	25	25	25	25	175
Project Manager	3	25	25	25	25	25	25	25	175
Technical Writer	2	50	50	50	50	50	50	50	350
<b>TOTAL</b>		<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>2100</b>

(iii) **STEP 3 - FINANCIAL SCORE:** Points allocated under STEP 2 for each period and Resource Category will be added together and rounded to two decimal places to produce the Financial Score. Bidders will find below an example of a financial evaluation using Method A.

(iv) **EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A**

**TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A:**

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

**STEP 1 - Establishing the lower and upper median band limits for each year and each resource category**

- (Median 1) For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.
- (Median 2) For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.
- (Median 3) For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.
- (Median 4) For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.
- (Median 5) For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.
- (Median 6) For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.

**STEP 2 - Points Allocation:**

**Bidder 1:**

- Programmer Year 1 = 75 points (lowest rate within the lower and upper median band limits)
- Programmer Year 2 = 75 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)
- Project Manager Year 1 = 0 points (outside the lower and higher median band limits)
- Project Manager Year 2 = 22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)

**Bidder 2:**

- Programmer Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)
- Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
- Business Analyst Year 1 = 50 points (lowest price within the lower and upper median band limits)
- Business Analyst Year 2 = 48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
- Project Manager Year 1 = 23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
- Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)

**Bidder 3:**

- Programmer Year 1 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's

Programmer Year 2 =	proposed rate of \$450.00) Multiplied by 75 pts) 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1 =	46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts)
Business Analyst Year 2 =	0 points (outside the lower and higher median band limits)
Project Manager Year 1 =	25 points (lowest price within the lower and upper median band limits)
Project Manager Year 2 =	25 points (lowest price within the lower and upper median band limits)
<b>STEP 3 - Financial Score:</b>	
<b>Bidder 1:</b>	75 + 75 + 50 + 50 + 0 + 22.22 = Total Financial Score of 272.22 points out of a possible 300 points
<b>Bidder 2:</b>	71.43 + 67.67 + 50 + 48.39 + 23.33 + 25 = Total Financial Score of 284.82 points out of a possible 300 points
<b>Bidder 3:</b>	66.67 + 66.67 + 46.15 + 0 + 25 + 25 = Total Financial Score of 229.49 points out of a possible 300 points

(d) **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:

(i) **STEP 1 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

(A) Points will be established based on the following calculation, with points rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Maximum Points Assigned at Table 3 below}$$

The Bidder with the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 3 below.

<b>TABLE 3 - MAXIMUM POINTS ASSIGNED</b>									
RESOURCE CATEGORIES	LEVEL	INITIAL (1 YEAR) PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4	OPTION PERIOD 5	OPTION PERIOD 6	TOTAL POINTS
Application/ Software Architect	3	50	50	50	50	50	50	50	350
Quality Assurance Specialist	2	25	25	25	25	25	25	25	175
Programmer/ Analyst	2	25	25	25	25	25	25	25	175
Programmer/ Analyst	3	50	50	50	50	50	50	50	350
Database Analyst	3	50	50	50	50	50	50	50	350
WEB Developer	2	25	25	25	25	25	25	25	175
Project Manager	3	25	25	25	25	25	25	25	175
Technical Writer	2	50	50	50	50	50	50	50	350
<b>TOTAL</b>		<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>2100</b>

- (ii) **STEP 2 - FINANCIAL SCORE:** Points allocated under STEP 1, for each period and each Resource Category, will be added together and rounded to two decimal places to produce the Financial Score.

**(e) 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 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.

**(f) 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) Evaluation of Bid – Multiple Contracts Awarded**

**Selection Process:** The following selection process will be conducted:

- (i) 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.



- (ii) 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.
- (A) 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:
- $$\frac{\text{Technical Score}}{\text{Maximum Technical Points (Bidders, please refer to the maximum technical points at Attachment 2.2)}} \times 60 = \text{Total Technical Score}$$
- (B) 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:
- $$\frac{\text{Financial Score}}{\text{Total Maximum Points Assigned (Bidders, please refer to the total maximum points assigned)}} \times 40 = \text{Total Financial Score}$$
- (C) Calculation of the Total Bidder Score: The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:
- $$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$
- (iii) In the event of identical Total Bidder Scores occurring within, then the bid with the highest Total Technical Score will become the top-ranked bidder.
- (b) **Contract Funding Allocation:** Where more than one contract is awarded. Each contract will be issued with an amount of funding specified in the article titled "Limitation of Expenditure" calculated based on the following:
- (i) when one contract is awarded, the amount of the Limitation of Expenditure will be determined at Canada's discretion;
- (ii) where two contracts are awarded, the amount of the Limitation of Expenditure of each contract will be determined in accordance with the following:
- (A) the Bidder with the highest Total Bidder Score will receive 55% of the funding initially allocated; and
- (A) the Bidder with the next highest Total Bidder Score will receive 45% of the funding initially allocated.
- (c) 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**

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

#### **(a) Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website. (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html> ).

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Attachment 4, 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.

#### **(b) Professional Services Resources**

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

education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

- (iii) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**(c) Submission of Only One Bid**

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

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

- (a) 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 individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses.
- (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

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract.
- (b) **Client:** Under the Contract, the "**Client**" is **Global Affairs Canada (GAC)**.
- (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

- (a) **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.
- (b) **Allocation of Task Authorizations:** 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) At the time this series of contracts was awarded, each contractor was allocated an amount of funding as specified in the Limitation of Expenditure in respect of Task Authorizations.
  - (ii) Canada will use a rotational method to allocate the draft Task Authorizations, where the rotation is based on the amount of funding remaining under each of the respective contracts.
  - (iii) Canada will send the first draft Task Authorization to the contractor with the greatest value of funding under its contract. If more than one contractor has the same value, it will be assigned to the contractor ranked first as determined under the evaluation process in the bid solicitation that resulted in the award of this series of contracts.
  - (iv) The contractor sent a draft TA will have the time set out further below under the sub-paragraph entitled "Contractor's Response to Draft Task Authorization" to respond to the Contracting Authority.

- (v) If the contractor to whom the draft TA is first sent either fails to respond on time or confirms in writing that it refuses to perform the task, the draft TA will then be forwarded to the contractor with the next-greatest balance remaining of allocated funding. In the event that Canada determines the proposed resource(s) does not meet the minimum experience or other requirements of the categories identified in the draft TA, Canada will send the draft TA to the contractor with the next greatest balance remaining of allocation funding.
  - (vi) The process of sending out a draft TA to the contractor with the greatest balance remaining will continue until Canada either cancels the requirement for the task or it has been validly issued to one of the contractors. If none of the contractors can perform the task (in accordance with all the terms and conditions of this series of contracts), Canada may acquire the required Work by other means.
  - (vii) Once the Task Authorization is issued, for the purposes of calculations for the allocation of Task Authorizations, the value of that Task Authorization, including any applicable options under that TA (and the value of any subsequent amendment to that TA) will be subtracted from the funding allocated to that contractor.
  - (viii) When the next requirement to perform a task is identified, it will be sent to the contractor with the greatest balance remaining of allocated funding. If more than one contractor has the greatest balance remaining of allocated funds (i.e., several contractors have equal amounts of allocated funding), the draft TA will be sent to the contractor among them that ranked highest under the bid solicitation evaluation process. If any contract in this series of contracts is amended to add funding for Task Authorizations, all the remaining contracts (i.e., all contracts that have not previously been terminated) will be amended to add funding in amounts proportionate to the funding initially provided under each contract for Task Authorizations (e.g., if three contracts were awarded with \$2M, \$1M and \$750,000 in funding for Task Authorizations respectively, and \$200,000 is added to the first contract, then \$100,000 will be added to the second contract and \$75,000 will be added to the third).
- (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 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 categories of resources and the number required;
    - (D) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - (E) the start and completion dates;
    - (F) any option(s) to extend initial end date (if applicable);
    - (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), a quotation with 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, as well as its corresponding proposed resource(s) in accordance with Appendix A to Annex A of 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:**

To be validly issued, a TA must include the following signatures:

- (i) for any TA, inclusive of revisions, with a value less than or equal to \$300,000.00 (excluding Applicable Taxes), the TA must be signed by the Technical Authority; and
- (ii) for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TA's at any time, or reduce the dollar value threshold described in sub-article (i) 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) 1<sup>st</sup> quarter: April 1 to June 30;
  - (B) 2<sup>nd</sup> quarter: July 1 to September 30;
  - (C) 3<sup>rd</sup> quarter: October 1 to December 31; and
  - (D) 4<sup>th</sup> quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority 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 and level 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.
- (h) **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA.
- (i) **Consolidation of TA's for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TA's for administrative purposes.

### 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; and
  - (ii) **"Minimum Contract Value"** means \$20,000.00 (including applicable taxes).
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the 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 (2018-06-21), 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 and form part of the Contract.

#### **7.5 Security Requirement**

The following security requirements (SRCL #19 and related clauses provided by the Contract Security Program) as set out under Annex "B" to the Supply Arrangement, applies to and forms part of the Contract.

- 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/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS, CONFIDENTIAL** or **SECRET** as required, granted or approved by CISD/PWGSC.

3. The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor 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 1 year later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 6 additional one-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: Josée Bastien  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Informatics and Telecommunications Systems Procurement Directorate  
Address: 10 Wellington St., Gatineau, Québec, K1A 0S5  
Telephone: (613) 858-9843  
E-mail address: [josee.bastien@tpsgc-pwgsc.gc.ca](mailto:josee.bastien@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 the representative of the department or agency for whom the Work is being carried out under the Contract and] is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) **Contractor's Representative**

**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 will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B), Applicable Taxes extra.
- (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) **Contractor's Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex B remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in accordance with the firm rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.
- (v) **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 or subject to exemption 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) **Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the validly issued Task Authorization in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada; and
- (iii) the Work delivered has been accepted by Canada.

**Note to Bidders:** *If applicable, the Electronic Payment Instrument(s) indicated by the Bidder in Attachment "5" will be included in any resulting contract.*

(e) **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)

(f) **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.

(g) **Payment Credits**

(i) **Failure to Provide Resource:**

- (A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (B) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
  - (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
  - (2) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- (h) **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 and two copies of each invoice to the Technical Authority, and a copy to the Contracting Authority.

#### **7.11 Certifications and Additional Information**

- (a) 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 \_\_\_\_\_.

### 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:
  - (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2018-06-21), Higher Complexity - Services;
- (d) Annex A Statement of Work - Annex including its Appendices as follows:
  - (i) Appendix A to Annex A - Tasking Assessment Procedure;
  - (ii) Appendix B to Annex A - Task Authorization (TA) Form;
  - (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Table;
  - (iv) Appendix D to Annex A - Certifications at the TA stage;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the validly issued Task Authorizations and any required certifications; and
- (h) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ "or" as amended \_\_\_\_\_.

### 7.15 Foreign Nationals (Canadian Contractor)

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

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

### 7.16 Foreign Nationals (Foreign Contractor)

- (a) SACC Manual clause A2001C (2006-06-16) 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 thirty (30) days written notice of cancellation.

**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 its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
  - (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
    - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated 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 [REDACTED] 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) [REDACTED] 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 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.

#### **7.22 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.

### **7.23 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.

### **7.24 Transition Services at End of Contract Period**

The Contractor agrees to execute the transition tasks identified within Annex A - Statement of Work, in the period leading up to the end of the Contract Period, and it will make all reasonable efforts to assist Canada in the transition from the Contractor to a new contract with another supplier.

### **7.25 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

#### IT Development, Maintenance, Support, and Transition Liaison of Existing Systems

##### 1.0 BACKGROUND

The IT Services Management & Delivery Services (AROI) operates and maintains its own domain within the Global Affairs Canada (GAC) Enterprise environment Secure Integrated Global Network (SIGNET). The backbone of the domain is compliant with the SIGNET architecture and utilizes Windows 2012 Server. Production and Development workstations utilize Windows 7 Professional and may include the following SIGNET standard software:

- MS Outlook / Exchange,
- Microsoft Office 2010 (or above)

GAC is now moving towards Windows 10 operating system.

The role of the IT Services Management & Delivery (AROI) is to provide effective strategic-level planning, coordination, direction and support for the Bureau of Physical Resources (ARD) and the Bureau of Project Delivery, Professional and Technical Services (AWD). AROI maintains an extensive portfolio of production systems and applications that must be supported and maintained while they transition and migrate over to both a new architecture using the latest technology as well as any Corporate Real Estate Enterprise system which adheres to the requirements of the Bureaus as determined by ARD/AWD. The Contractor will be responsible for the liaison with respect to the migration of the existing application architecture to the latest systems as prescribed by SIGNET and SSC.

AROI manages three distinct environments within its domain: production, quality assurance and development. Strict processes and policies have been developed to govern the installation of software packages and end user applications on each platform.

AROI develops and maintains both web-based and windows-based data driven applications. Additionally, AROI develops and manages various web sites which are designed and built to be compliant with the Government of Canada (GoC) Common Look and Feel (CLF) Standard. Those standards relate specifically to Accessibility, E-mail, Navigation, Format and Official Languages.

AROI uses an extensive array of technologies and languages to support its development activities. Those various individual components are critical to the success of AROI's portfolio of applications. AROI will also be the liaison between any migration from the existing Real Property Systems to any new Real Estate Enterprise system or systems.

The fundamental environment for all application development is based on Microsoft's Visual Studio platform. Primarily served by the .NET framework, database applications are architected and designed to utilize full object-oriented methodologies. To this end, AROI has adopted the Component Scalable Logical Architecture (CSLA) framework as its design paradigm. CSLA (in various versions) is utilized as a cornerstone component of all applications and has been for the past ten (10) years

ARD/AWD's portfolio of applications has been developed over several iterations of the Microsoft Development environment. This requires backward compatibility development and support using pre-.NET tools and software. Integration and object reuse with Departmental systems remains one of the fundamental design goals within AROI.

## **2.0 OBJECTIVE**

The Physical Resources Bureau (ARD/AWD) of the Global Affairs Canada (GAC) is responsible for the management of Real Properties and Materiel assets of the department. The Contractor will provide Information Technology professional services in support of the Bureau's lines of business including assistance in service delivery to clients, and support of the department's internal processes through systems support maintenance.

## **3.0 SCOPE OF WORK**

The Contractor will provide Systems support, maintenance and transition liaison (which include the business requirements analysis) of existing customized applications in ARD/AWD Real Property Bureaus as follows:

1. Develop and test new applications to deliver the functionality of existing in-scope applications, integrated with (or replaced by), the new functionality required by the new Real Property Management Framework, as defined by the Bureau Transformation Plan.
2. Migrate historical data from existing applications to the new Real Property Information Solution. This is particularly important in a Real Property environment, with essential business information on assets with a life cycle measured in centuries.
3. Support and maintenance of existing portfolio of customized applications used for the Real Property Bureau at GAC and based primarily on Component Scalable Logical Architecture (CSLA) version 4.3.x through to 4.5.X. The portfolio contains approximately twelve applications which are interrelated with the ARD platform of Enterprise Real Property (ERP) applications.
4. Transition liaison to assist the migration and retirement of the existing applications, mentioned above, over to new development applications based on the updated technology and to migrate to a new Real Property Enterprise System. The Contractor will also work with AROI Project Management Office (PMO) in planning and designing newly developed applications

Architecture and code re-design will be carried out and the Contractor will also be providing support and maintenance of existing key applications that must have a minimum Down-Time and maximum Up-Time. Any issues raised with regards to the portfolio, must be resolved using existing code and architecture. The Contractor must be able to work under extremely tight schedules to provide timely response and maintain client's confidence in the portfolio

The Contractor must understand the business model within the Physical Resources Bureau and how the applications integrate to support the various divisions as well as the International Real Property assets, such as missions abroad.

## **4.0 ROLES, RESPONSIBILITIES AND TASKS**

### **4.1 Application/Software Architect, Level 3**

The Application/Software Architect tasks include, but are not limited to, the following:

1. Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
2. Analyze any new Enterprise system requirements and ensure solutions can function with existing real property systems
3. Identify the policies and requirements that drive out a particular solution.
4. Analyze and evaluate alternative technology solutions to meet business problems.

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

#### **4.2 Quality Assurance Specialist, Level 2 (on an as needed basis)**

The Quality Assurance specialist tasks include, but are not limited to, the following:

1. Develop, review and assess appropriateness and effectiveness of quality assurance policies, procedures, metrics, forms and tools;
2. Provide expertise in the application of quality planning assurance techniques and procedures to all stages of the Informatics systems and software development life cycle;
3. Develop and update quality assurance and quality control documents such as software development standards, technical procedures and processes, objectives definition, monitoring tools;
4. Perform regression tests;
5. Develop technical writing standards and procedures;
6. Develop and evaluate performance measurement for the acceptance of systems and software.
7. Review and assess information systems and software production quality management against acknowledged internal and external criteria; and
8. Identify areas where conduct is not to standards, report these findings and their potential impacts, and recommend corrective actions.

#### **4.3 Programmer/Analyst, Level 3**

The Programmer/Analyst tasks include, but are not limited to, the following:

1. Investigate how software solutions might be used to provide solutions to business, technical or organizational problems and define the requirements of such solutions;
2. Create and modify code and software.
3. Create and modify screens and reports.
4. Gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications.
5. Design methods and procedures for small computer systems, and sub-system of larger systems.
6. Develop, test and implement small computer systems, and sub-systems of larger systems.
7. Produce forms, manuals, programs, data files, and procedures for systems and/or applications.

#### **4.4 Programmer/Analyst, Level 2 (on an as needed basis)**

The Programmer/Analyst Level 2 is responsible for the planning, maintenance and development of application databases. The Programmer/Analyst level 2 tasks include, but are not limited to, the following:

1. Implement software solutions based on recommendations from the team members;
2. Design, produce, implement, upgrade and maintain external and internal software meeting the defined requirements;
3. Validate, through various tests, that software meets the approved specifications and ensure that they are designed and assembled within operational and technical constraints;
4. Test performance measurement and acceptance of software against targets;



5. Provide support in the integration of software within a system.
6. Create and modify code and software.
7. Create and modify screens and reports.
8. Gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications.
9. Design methods and procedures for small computer systems, and sub-system of larger systems.
10. Develop, test and implement small computer systems, and sub-systems of larger systems.
11. Produce forms, manuals, programs, data files, and procedures for systems and applications.

#### **4.5 Database Analyst, Level 3**

The Database analyst tasks include, but are not limited to, the following:

1. Design, develop and maintain Logical Data Models
  2. Analyze proposed changes to databases from the context of the Logical Data Model.
  3. Provide technical assistance, guidance and direction in terms of data analysis and modeling to team members
  4. Participate in data analysis as a result of new/updated requirements
  5. Comply with corporate data architectures, strategies and frameworks, including enterprise data warehouse activities
  6. Analyze and evaluate alternative data architecture solutions to meet business problems/requirements to be incorporated into the corporate data architecture
  7. Construct, monitor and report on work plans and schedules
- Need to add more for level 3

#### **4.6 WEB Developer, Level 2**

The WEB developer's tasks include, but are not limited to, the following:

1. Develop and prepare diagrammatic plans for web based service delivery over the internet and intranet.
2. Analyze the problems outlined by systems analysts and designers in terms of factors such as style and extent of information to be transferred across the internet.
3. Select and use the best available web development tools for linking the web-based client to the departmental "back end" information delivery programs and databases.
4. Design high-usability web pages to meet the requirements.
5. Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel.
6. Correct program errors by revising instructions or altering the sequence of operations.
7. Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications.

#### **4.7 Project Manager, Level 3**

The Project Manager's tasks include, but are not limited to, the following:

1. Manage the project during the development, implementation and operations startup by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed timeframe, cost and performance parameters.
2. Formulate statements of problems; establish procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtain approval thereof.
3. Define and document the objectives for the project; determine budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team.
4. Report progress of the project on an ongoing basis and at scheduled points in the life cycle.

5. Meet with stakeholders and other project managers and state problems in a form capable of being solved.
6. Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools.
7. Project hand-over and sign-off

#### **4.8 Technical Writer, Level 2 (220 days)**

The Technical Writer's tasks include, but are not limited to, the following:

1. Document help text, user manuals, technical documentation and web page content;
2. Review documentation standards and existing project documentation;
3. Determine documentation requirements and make plans for meeting them;
4. Gather information concerning the features and functions provided by the developers;
5. Investigate the accuracy of the information collected by making direct use of the material being documented;
6. Prepare or coordinate the preparation of any required illustrations and diagrams;
7. Design the layout of the documents/manuals;
8. Use Microsoft Office software packages to produce final copy;
9. Provide a written report on the status of all assigned tasks and deliverables; and
10. Perform other Technical Writer related tasks incidental to the work described in the SOW.

#### **5.0 TECHNICAL ENVIRONMENT (Logical Software Architecture)**

The following list of platform-specific software corresponds to the logical architecture of AROI's multi-tier application development environments.

##### **5.1.1 Application Server(s)**

- Windows 2008/2012
- Internet Information Server (IIS /7.0 or above)
- Net Backup
- McAfee Virus Scan

##### **5.1.2 Database Server(s)**

- Windows 2008/2012
- Internet Information Server (IIS 7.0 or above)
- MS SQL 2005, 2008 R2
- SQL Reporting Services/SQL Integration Services
- McAfee Virus Scan

##### **5.1.3 Commercial Off-The-Shelf (COTS) Hosting Server(s)**

- Windows 2012
- MS SQL 2005/2008/2012
- Internet Information Server (IIS 7.0 or above)
- IO (COTS supported software)
- Java 2 Runtime Environment
- MS Project Server
- McAfee Virus Scan

##### **5.1.4 .NET File Server(s)**

- Windows 2008/2012
- Team foundation server own by SIA

## 5.2 Application Development Methods and Practices

In addition to the listed software environments, AROI has adopted a rigorous development methodology based on the following:

### 5.2.1 Microsoft Solutions Framework

- AROI Application Development leverages aspects of Microsoft Solutions Framework™ (MSF) and Microsoft Patterns and Practices combined with IT Infrastructure Library ITIL and Rational Unified Process best practices.
- AROI Application Development employs technical frameworks, tools and methodologies that ensure consistent high quality results.
- Development and Integration services include:
  - a. Detailed design specifications
  - b. Application development
  - c. Testing and QA
  - d. Product rollout
  - e. Creation of development environments
  - f. Application integration
  - g. Creation of technical and end user documentation

### 5.2.2 AROI Application Development Business Object Generator and CSLA Framework

- AROI make use of reusable software designs and best practices to easily face the challenge of advancing technologies.
- AROI Application Development Business Object Generator provides a pure .NET Implementation of architectural principals. These principals are leveraged with the CSLA base class library from which classes of business objects can be designed and created.
- CSLA.NET versions 4.3.x through 4.5.x are used and supported
- Applications developed using the CSLA framework achieve the best possible performance and scalability.

The task of creating high-performance object oriented application in a distributed NET environment is simple. The immediate benefits of the AROI Application Development Business Object Generator include:

- Architectural Consistency
- Code Consistency
- Enhancements to the .NET Framework
- Leveraged CSLA framework
- Fully debugged code

### 5.2.3 Development Methods

- AROI Application Development build tools provide a time saving repeatable process for managing the delivery of code
- AROI Application Development uses a collection of tools that organize build activities, as well as control build scheduling, unit testing code compilation and generation of build documentation,.

These tools are built on open standards:

- a. Microsoft team foundation - source code control
- b. MS Visual studio uses C# as the primary development language
- c. Utilizing windows CLI to support automated SSIS execution
- d. A UNIT testing framework - Controls execution of units tests and reporting of test results

- e. Code generators and optimizers - Checks and reports conformance of software to the .Net Framework Design Guidelines
- f. .NET code documentation generation. Creates a compiled windows help file.
- g. ASP.NET MVC 4 plus Javascript application development using Microsoft Visual Studio
- h. In developing applications and/or services which manage Microsoft Active Directory attributes, LDAP and the ADSI API are used in an enterprise environment
- i. The web server in use is the Microsoft IIS 8.5 environment(s). Pages are developed in HTML and ASP.NET Razor

#### **5.2.4 Database Standard**

Microsoft SQL Server 2005 moving towards 2008 R2 is the standard DBMS. Transact SQL is the Microsoft SQL Server database language. The data architecture standard is to adhere to the SQL92 standards whenever possible and feasible. SQL Server Integration and Reporting Services 2008 R2

Reports are designed with SQL Report Writer/Server, Antenna House and Adobe Central Pro XML, SQL Query Optimizer. AROI also uses SQL Profiler Trace to troubleshoot and interpret application code calls.

Databases are deployed on three distinct platforms:

1. the development platform;
2. the testing, quality assurance, certification and training platform; and
3. the production platform once internal testing and certification have been completed.

#### **5.2.5 Web**

AROI undertakes .NET application development using Microsoft Visual Studio .NET and:

1. works within a software development environment utilizing a SDLC methodology, and Component Scalable Logical Architecture (CSLA) framework;
2. ASP.NET application development utilizing C# or with Microsoft Visual Studio .NET;
3. develops reports with SQL Report Writer,;
4. supports application development in a Microsoft Visual Studio.NET 2008/2012/2017 within a team foundation version control.
5. supports, documents and provides operational training for the deployment and administration of components utilizing COM and DCOM or the .NET Framework; and
6. ASP.NET MVC 4 plus Javascript application development using Microsoft Visual STUDIO.
7. Uses and complies with the WEB Experience Toolkit (WET) whenever feasible

#### **5.2.6 Other Applications**

AROI has developed applications supported by the following products:

- MS Access
- MS Excel
- AutoCad
- CSLA with Microsoft MVC (Model View Controller)

#### **5.2.7 Testing**

AROI develops test plans and test scripts from functional requirements of client application systems. AROI prepares application documentation during the complete project life cycle:

1. tests applications that interact with Active Directory;
2. employs USE Cases, Activity Diagrams, and other UML documentation to develop test cases, executes test plans to verify application functionality, performance, readiness and compliance with business requirements;

3. performs application stress test, analyzing and interpreting performance using Microsoft Application Test Center.

## **6.0 DELIVERABLES**

The Contractor will provide, at no additional cost to Canada, the deliverables, documents, reports and progress reports required by the Technical Authority as stated in the Task Authorization, and will attend weekly review meetings as and when requested by the Technical Authority, or as specified in each Task Authorization.

The Contractor will provide monthly progress reports to the Technical Authority or more frequently as requested by the Technical Authority. Progress reports must be made in writing using Microsoft WORD document and/or Microsoft EXCEL spreadsheet at the discretion of the Technical Authority. The progress reports must, at a minimum, include the following:

1. the status of the work scheduled for completion during the reporting period;
2. details of problems encountered, proposed solutions, and changes to the work plan;
3. a summary of work expected to be completed during the next period, and;
4. action required to be taken over the next period.

## **7.0 LOCATION OF WORK**

The work must be performed in the National Capital Region (NCR), and on the premises of the Global Affairs Canada. All appropriate workstations will be provided. All necessary access to the various IT networks will be provided on an as required basis.

An Alternate location may be necessary if space is not available at any GAC premises or if technical difficulties interrupt the day to day work environment and resources may be re-located to another area.

## **8.0 LANGUAGE REQUIREMENT**

English and /or Bilingual

## **9.0 TRAVEL REQUIREMENT**

There is no travel associated with this requirement.

## **APPENDIX A TO ANNEX A**

### **TASKING ASSESSMENT PROCEDURE**

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

considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

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

**APPENDIX B TO ANNEX A  
TASK AUTHORIZATION FORM  
(SEE ATTACHED)**



**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.

**1. RESOURCES MANDATORY REQUIREMENTS**

**1.1 Application/Software Architect – Level 3**

<b>Experience and Expertise of the Proposed Application/Software Architect, Level 3</b>			
Name of proposed Resource: _____			
The Contractor <b>MUST</b> demonstrate that the Proposed Application/Software Architect, Level 3 has:			
<b>Criteria</b>	<b>Mandatory Requirement</b>	<b>Contractor's Response</b>	
		<b>Demonstrated experience (Contractors to insert data)</b>	<b>Insert page # of resume</b>
<b>M.1</b>	The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized academic institution.  A Copy of a valid degree or diploma should be included with the bid.		
<b>M.2</b>	The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of ten years of experience, within the last fifteen years, as of bid closing, in the *Information Technology (IT) field designing and developing business applications.  * <b>Information Technology (IT) field</b> is defined as "the study, design, development, application, implementation, support or		

	management of computer-based information systems". The responsibilities of those working in the field include network administration, software development and installation, and the planning and management of an organization's technology life cycle, by which hardware and software is maintained, upgraded, and replaced		
<b>M3</b>	The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of seven years experience within the last ten years, as of bid closing, architecting enterprise-wide applications using "n-tier" model.		

### 1.2 Programmer/Analyst – Level 3

<b>Experience and Expertise of the Proposed Programmer/Analyst, Level 3</b>			
<b>Name of proposed Resource:</b> _____			
<b>The Contractor MUST demonstrate that the Proposed Programmer/Analyst, Level 3 has:</b>			
<b>Criteria</b>	<b>Mandatory Requirement</b>	<b>Contractor's Response</b>	
		<b>Demonstrated experience (Contractors to insert data)</b>	<b>Insert page # of resume</b>
<b>M.1</b>	The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.  Copy of a valid degree or diploma should be included with the bid.		
<b>M.2</b>	The Contractor must demonstrate, using project descriptions, that the proposed resource has ten years' experience in business application		

	development using "n-tier" model and Object Oriented Analysis and Design.		
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### 1.3 Programmer/Analyst – Level 2

<b>Experience and Expertise of the Proposed Programmer/Analyst, Level 2</b>			
<b>Name of proposed Resource:</b> _____			
<b>The Contractor MUST demonstrate that the Proposed Programmer/Analyst, Level 2 has:</b>			
<b>Criteria</b>	<b>Mandatory Requirement</b>	<b>Contractor's Response</b>	
		<b>Demonstrated experience (Contractors to insert data)</b>	<b>Insert page # of resume</b>
<b>M.1</b>	The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.  Copy of a valid degree or diploma should be included with the bid.		
<b>M.2</b>	The Contractor must demonstrate, using project descriptions, that the proposed resource has five years' of experience within the last seven years, as of bid closing in business application development using "n-tier" model and Object Oriented Analysis and Design.		

### 1.4 Quality assurance specialist, Level 2

<b>Experience and Expertise of the Proposed Quality assurance specialist, Level 2</b>
<b>Name of proposed Resource:</b> _____
<b>The Contractor MUST demonstrate that the Proposed Quality assurance specialist, Level 2 has:</b>

Criteria	Mandatory Requirement	Contractor's Response	
		Demonstrated experience (Contractors to insert data)	Insert page # of resume
<b>M.1</b>	The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.  Copy of a valid degree or diploma should be included with the bid.		
<b>M.2</b>	The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of five years' experience within the last seven years, as of bid closing in the IT field of which a minimum of three years must be for experience in developing, executing test scripts, tracking and reporting issues and producing technical documentation		

**1.5 Database analyst, Level 3**

<b>Experience and Expertise of the Proposed Database analyst, Level 3</b>			
Name of proposed Resource: _____			
The Contractor <b>MUST</b> demonstrate that the Proposed Database analyst, Level 3 has:			
Criteria	Mandatory Requirement	Contractor's Response	
		Demonstrated experience (Contractors to insert data)	Insert page # of resume
<b>M.1</b>	The Contractor must demonstrate		

	<p>that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.</p> <p>Copy of a valid degree or diploma should be included with the bid.</p>		
<b>M.2</b>	<p>The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of ten years of experience within the last fifteen years, as of bid closing supporting Microsoft SQL or ANSI SQL environment.</p>		

**1.6 Technical Writer, Level 2**

<b>Experience and Expertise of the Proposed Technical Writer, Level 2</b>			
Name of proposed Resource: _____			
The Contractor <b>MUST</b> demonstrate that the Proposed Technical Writer, Level 2 has:			
Criteria	Mandatory Requirement	Contractor's Response	
		Demonstrated experience (Contractors to insert data)	Insert page # of resume
<b>M.1</b>	<p>The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.</p> <p>Copy of a valid degree or diploma should be included with the bid.</p>		

<b>M.2</b>	The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience within the last seven years, as of bid closing as a technical writer in an IM/IT field (As defined in M1.2) supporting an application development and maintenance shop.		
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### 1.7 Project Manager, Level 3

<b>Experience and Expertise of the Proposed Project Manager, Level 3</b>			
<b>Name of proposed Resource:</b> _____			
<b>The Contractor MUST demonstrate that the Proposed Project Manager, Level 3 has:</b>			
<b>Criteria</b>	<b>Mandatory Requirement</b>	<b>Contractor's Response</b>	
		<b>Demonstrated experience (Contractors to insert data)</b>	<b>Insert page # of resume</b>
<b>M.1</b>	The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences or Business from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.  Copy of a valid degree or diploma should be included with the bid.		
<b>M.2</b>	The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of five years experience as a project manager in an IM/IT field (As		

	defined in M1.2) supporting an application development and maintenance shop.		
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**1.8 Web Developer, Level 2**

<b>Experience and Expertise of the Proposed Web Developer, Level 2</b>			
Name of proposed Resource: _____			
The Contractor <b>MUST</b> demonstrate that the Proposed Web Developer, Level 2 has:			
Criteria	Mandatory Requirement	Contractor's Response	
		Demonstrated experience (Contractors to insert data)	Insert page # of resume
<b>M.1</b>	The Contractor must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.  Copy of a valid degree or diploma should be included with the bid.		
<b>M.2</b>	The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of three years of experience within the last seven years, as of bid closing as a web developer in an IM/IT setting supporting an application development and maintenance shop.		

**2. RESOURCE POINT RATED REQUIREMENTS**

Resource Point Rated Technical Criteria					
1. APPLICATION/SOFTWARE ARCHITECT - LEVEL 3					
Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Demonstrated	Insert Page #

				Experience	of Resume
R.1	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience deploying applications under:  <input checked="" type="checkbox"/> Microsoft Solutions Framework, <input checked="" type="checkbox"/> Microsoft Patterns and Practices and <input checked="" type="checkbox"/> .Net Framework	5	One point per year up to a maximum of 5 points.		
R.2	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience implementing the Model View Controller Design Pattern application.	5	One point per year up to a maximum of 5 points.		
R.3	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience implementing the Microsoft User Interface Application Block	5	One point per year up to a maximum of 5 points.		
R.4	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience building distributed object oriented business software using:  a) CSLA (4.3.x) b) CSLA.NET (4.5.7)	20	a) Two points per year up to a maximum of 8 points.  b) Four points per year up to a maximum of 12 points.		
R.5	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience implementing best practices in Relational Database Design and Microsoft Data Access for data storage and management.	5	One point per year up to a maximum of 5 points		
R.6	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience implementing and deploying applications with:  a) MS-Visual Studio 2008 b) MS-Visual Studio 2012 c) MS-Visual Studio 2017 (version 15.4.4)	15	a) One point per year up to a maximum of 5 points b) one point per year up to a maximum of 5 points c) 5 points per year up to a maximum of 5 points		
R.7	The Contractor should	35	One point per		



	demonstrate, using project descriptions, that the proposed resource has experience implementing and deploying applications with:  <input checked="" type="checkbox"/> JSON; <input checked="" type="checkbox"/> ASP.NET MVC; <input checked="" type="checkbox"/> Javascript; <input checked="" type="checkbox"/> C#; <input checked="" type="checkbox"/> VBA; <input checked="" type="checkbox"/> MS-SQL Server 2005 <input checked="" type="checkbox"/> MS-SQL Server 2008 R2		application per year up to a maximum of 5 points each.		
<b>R.8</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience implementing and deploying applications using:  <input checked="" type="checkbox"/> MS Team Foundation.	<b>10</b>	Two points per year up to a maximum of 10 points.		
<b>Maximum Score</b>		<b>100</b>			
<b>Contrator Technical Score</b>					

<b>2. PROGRAMMER/ANALYST - LEVEL 3</b>					
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>	<b>Insert Page # of Resume</b>
<b>R.1</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience developing applications using Visual Studio .NET.	<b>5</b>	One point per year up to a maximum of 5 points		
<b>R.2</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience developing, supporting and maintaining applications with Component Scalable Logical Architecture (CSLA.NET)  a) 4.3.x; b) 4.5.7.	<b>20</b>	a) Two points per year up to a maximum of 8 points  b) Four points per year up to a maximum of 12 points		
<b>R.3</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience developing applications using:		One point per application per year up to a maximum of 5 points each		

	<ul style="list-style-type: none"> <li>- Microsoft Application Block;</li> <li>- Object oriented techniques.</li> </ul>				
<b>R.4</b>	<p>The Contractor should demonstrate, using project descriptions, that the proposed resource has experience developing windows based applications using:</p> <ul style="list-style-type: none"> <li>- Ajax;</li> <li>- VBA;</li> <li>- C#;</li> <li>- ODBC;</li> <li>- OLEDB</li> </ul>	<b>25</b>	One point per application per year up to a maximum of 5 points each.		
<b>R.5</b>	<p>The Contractor should demonstrate, using project descriptions, that the proposed resource has experience developing Intranet applications using:</p> <ul style="list-style-type: none"> <li>- ASP.NET MVC 4;</li> <li>- client side JavaScript/JQuery;</li> <li>- Object oriented programming;</li> <li>- WEB experience toolkit (WET).</li> </ul>	<b>20</b>	One point per application per year up to a maximum of 5 points each.		
<b>R.6</b>	<p>The Contractor should demonstrate, using project descriptions, that the proposed resource has experience developing reports using SQL Reporting Services.</p>	<b>5</b>	One point per year of experience.		
<b>R.7</b>	<p>The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the development, implementation, and support of applications with:</p> <ul style="list-style-type: none"> <li>- S Visual Studio 2012;</li> <li>- MS Visual Styudio 2017;</li> <li>- Transact SQL;</li> <li>- Microsoft VBA;</li> <li>- C#</li> </ul>	<b>15</b>	One point per application per year up to a maximum of 3 points each.		
<b>R.8</b>	<p>The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the</p>	<b>10</b>	One point per version per year up to a maximum of 5 points each.		

	migration, implementation, and support of applications with: <ul style="list-style-type: none"> <li>- MS-SQL Server 2005;</li> <li>- MS-SQL Server 2008</li> </ul>				
<b>Maximum Score</b>		<b>110</b>			
<b>Contractor Technical Score</b>					

<b>3. PROGRAMMER/ANALYST - LEVEL 2</b>					
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>	<b>Insert Page # of Resume</b>
<b>R.1</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience implementing, deploying, and supporting applications with: <ul style="list-style-type: none"> <li>- MS Visual Studio 2008;</li> <li>- MS Visual Studio 2012;</li> <li>- MS Visual Studio 2017;</li> <li>- VBA;</li> <li>- C#.</li> </ul>	<b>15</b>	One point per application per year up to a maximum of 3 points each.		
<b>R.2</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience developing, supporting and maintaining applications with CSLA.NET Version 4.3.x and above.	<b>10</b>	Two points per year up to a maximum of 10 points.		
<b>R.3</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience with: <ul style="list-style-type: none"> <li>- Microsoft SQL Server 2005;</li> <li>- MS SQL Server 2008</li> </ul>	<b>10</b>	One point per version up to a maximum of 5 points each.		
<b>R.4</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience with: <ul style="list-style-type: none"> <li>- JavaScript;</li> <li>- HTML;</li> <li>- CSS.</li> </ul>	<b>15</b>	One point per application per year up to a maximum of 5 points each		
<b>R.5</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience developing and supporting applications with: <ul style="list-style-type: none"> <li>- Web experience toolkit (WET);</li> <li>- ASP.NET;</li> <li>- AJAX.</li> </ul>	<b>15</b>	One point per application per year up to a maximum of 5 points each.		
<b>Maximum Score</b>		<b>65</b>			
<b>Contractor Technical Score</b>					

<b>4. QUALITY ASSURANCE SPECIALIST - LEVEL 2</b>					
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>	<b>Insert Page # of Resume</b>
<b>R.1</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the Information Technology (IT) field with a minimum of four years' of experience in the last seven years, as of bid closing as a Quality Assurance Specialist.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>R.2</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in writing and executing Test Scripts including reporting and tracking issues.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>R.3</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the use of Quality Assurance process, including Configuration Management and Version Control.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>R.4</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience providing quality metrics to project management team as part of a multi-disciplined implementation team.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>Maximum Score</b>		<b>20</b>			
<b>Contractor Technical Score</b>					

<b>5. DATABASE ANALYST - LEVEL 3</b>					
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>	<b>Insert Page # of Resume</b>
<b>R.1</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the development and implementation of applications with MS-SQL 2005 and 2008 including:  <ul style="list-style-type: none"> <li>- SQL Server Integration Services 2008 R2;</li> <li>- SQL Server Reporting Services 2008 R2.</li> </ul>	<b>20</b>	Two points per application per year up to a maximum of 10 points each.		
<b>R.2</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience with MS Visual Studio:	<b>15</b>	a) One point per year up to a maximum of 5 points.		

	a) 2008 (BIDS); b) 2012; c) 2017.		b) One point per year to a maximum of 5 points.  c) 5 points per year to a maximum of 5 points.		
<b>R.3</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience with Database Design and Implementation.	<b>7</b>	One point per year up to a maximum of 7 points.		
<b>R.4</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the development and implementation of applications with:  - OLEDB; - ODBC; - ADODB connectivity.	<b>15</b>	One point per application per year up to a maximum of 5 points each.		
<b>R.5</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the development and implementation of MS-SQL based applications using SQL Server Management Studio 2008 R2.	<b>5</b>	One point per application per year up to a maximum of 5 points each.		
<b>R.6</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience with Quality Assurance methodology.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>Maximum Score</b>		<b>67</b>			
<b>Contractor Technical Score</b>					

<b>6. TECHNICAL WRITER - LEVEL 2</b>					
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>	<b>Insert Page # of Resume</b>
<b>R.1</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has a minimum of five years' experience as a Technical writer working in an IM/IT field (As defined in M1.2).	<b>20</b>	Two points per year up to a maximum of 10 points each.		
<b>R.2</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience with:  <input checked="" type="checkbox"/> MS Word 2007 or above <input checked="" type="checkbox"/> MS PowerPoint 2007 or above <input checked="" type="checkbox"/> MS Excel 2007 or above <input checked="" type="checkbox"/> MS Project 2007 or above	<b>20</b>	One point per application per year to a maximum of 5 points each.		

<b>R.3</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience with Software Development Life Cycle (SDLC).	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>R.4</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the writing of USE case documents for applications.	<b>5</b>	One point per application per year up to a maximum of 5 points.		
<b>Maximum Score</b>		<b>50</b>			
<b>Contractor Technical Score</b>					

<b>7. PROJECT MANAGER - LEVEL 3</b>					
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>	<b>Insert Page # of Resume</b>
<b>R.1</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has a minimum of ten years' experience in the past fifteen years, as of bid closing, as a Project Manager providing advice, support and consultation in relation to the development of project documentation, stakeholder management and communications	<b>20</b>	Two points per year to a maximum of 20.		
<b>R.2</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the Software Development Life Cycle (SDLC) In the following phases:  <input checked="" type="checkbox"/> design, <input checked="" type="checkbox"/> development, <input checked="" type="checkbox"/> implementation and <input checked="" type="checkbox"/> support/maintenance	<b>80</b>	20 points per phase up to a maximum of 80 points.		
<b>R.3</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in system development projects supported by Microsoft Team Foundation System.	<b>6</b>	two points per year up to a maximum of 6 points.		
<b>R.4</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience with a) Agile software development and b) Waterfall	<b>10</b>	a) One point per year up to a maximum of 5 points. b) One point per year to a maximum of 5 points.		
<b>R.5</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the enterprise-wide process improvement/implementation.	<b>5</b>	One point per year up to a maximum of 5 points each.		

<b>R.6</b>	The Contractor should demonstrate, using project descriptions, that the proposed resource has experience in the planning and/or execution of a custom-developed application.	<b>5</b>	One point per application per year up to a maximum of 5 points.		
<b>Maximum Score</b>		<b>126</b>			
<b>Contractor Technical Score</b>					

<b>8. WEB DEVELOPPER - LEVEL 2</b>					
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>	<b>Insert Page # of Resume</b>
<b>R.1</b>	The Contractor should demonstrate that the proposed resource has experience developing and implementing applications using: <ul style="list-style-type: none"> <li>• ASP.NET;</li> <li>• Active X;</li> <li>• HTML.</li> </ul>	<b>15</b>	One point per application per year up to a maximum of 5 points each.		
<b>R.2</b>	The Contractor should demonstrate that the proposed resource has experience developing applications using: <ul style="list-style-type: none"> <li>• JAVA</li> <li>• JAVA Script</li> </ul>	<b>10</b>	One point per technology per year up to a maximum of 5 points each.		
<b>R.3</b>	The Contractor should demonstrate that the proposed resource has experience using Microsoft SQL Server 2008.	<b>10</b>	Two points per year up to a maximum of 10 points.		
<b>R.4</b>	The Contractor should demonstrate that the proposed resource has experience using XML.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>Maximum Score</b>		<b>40</b>			
<b>Contractor Technical Score</b>					

**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 – ENGLISH OR BILINGUAL

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.



Solicitation Number:  
08915-180150/A

Amendment Number:

Buyer ID:  
609EL

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OR

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are 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.

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Print name of authorized individual & sign above

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Date

**ANNEX B  
BASIS OF PAYMENT**

**INITIAL CONTRACT PERIOD:**

<b>Initial Contract Period</b> (Date of Contract award to _____)		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
Application/Software Architect	<b>Level 3</b>	
Quality Assurance Specialist	<b>Level 2</b>	
Programmer/Analyst	<b>Level 2</b>	
Programmer/Analyst	<b>Level 3</b>	
Database Analyst	<b>Level 3</b>	
WEB Developer	<b>Level 2</b>	
Project Manager	<b>Level 3</b>	
Technical Writer	<b>Level 2</b>	

**OPTION PERIODS:**

<b>Option Period 1</b> (_____ to _____)		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
Application/Software Architect	<b>Level 3</b>	
Quality Assurance Specialist	<b>Level 2</b>	
Programmer/Analyst	<b>Level 2</b>	
Programmer/Analyst	<b>Level 3</b>	
Database Analyst	<b>Level 3</b>	
WEB Developer	<b>Level 2</b>	
Project Manager	<b>Level 3</b>	
Technical Writer	<b>Level 2</b>	

<b>Option Period 2</b> (_____ to _____)		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
Application/Software Architect	<b>Level 3</b>	

Quality Assurance Specialist	Level 2	
Programmer/Analyst	Level 2	
Programmer/Analyst	Level 3	
Database Analyst	Level 3	
WEB Developer	Level 2	
Project Manager	Level 3	
Technical Writer	Level 2	

<b>Option Period 3</b> ( _____ to _____ )		
Resource Category	Level of Expertise	Firm Per Diem Rate
Application/Software Architect	Level 3	
Quality Assurance Specialist	Level 2	
Programmer/Analyst	Level 2	
Programmer/Analyst	Level 3	
Database Analyst	Level 3	
WEB Developer	Level 2	
Project Manager	Level 3	
Technical Writer	Level 2	

<b>Option Period 4</b> ( _____ to _____ )		
Resource Category	Level of Expertise	Firm Per Diem Rate
Application/Software Architect	Level 3	
Quality Assurance Specialist	Level 2	
Programmer/Analyst	Level 2	
Programmer/Analyst	Level 3	
Database Analyst	Level 3	
WEB Developer	Level 2	
Project Manager	Level 3	
Technical Writer	Level 2	

<b>Option Period 5</b>
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<b>( _____ to _____ )</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
Application/Software Architect	<b>Level 3</b>	
Quality Assurance Specialist	<b>Level 2</b>	
Programmer/Analyst	<b>Level 2</b>	
Programmer/Analyst	<b>Level 3</b>	
Database Analyst	<b>Level 3</b>	
WEB Developer	<b>Level 2</b>	
Project Manager	<b>Level 3</b>	
Technical Writer	<b>Level 2</b>	

<b>Option Period 6</b>		
<b>( _____ to _____ )</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
Application/Software Architect	<b>Level 3</b>	
Quality Assurance Specialist	<b>Level 2</b>	
Programmer/Analyst	<b>Level 2</b>	
Programmer/Analyst	<b>Level 3</b>	
Database Analyst	<b>Level 3</b>	
WEB Developer	<b>Level 2</b>	
Project Manager	<b>Level 3</b>	
Technical Writer	<b>Level 2</b>	

**ANNEX C**  
**SECURITY REQUIREMENTS CHECK LIST**

**ATTACHMENT 1  
BID SUBMISSION FORM**

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

<b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ol>		
<b>Signature of Authorized Representative of Bidder</b>		

## ATTACHMENT 2 BID EVALUATION CRITERIA

To facilitate bid preparation and evaluation, Bidders should prepare and submit their proposal using the tables provided in this Attachment. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the resume should be incorporated so that the evaluator can verify this information. It is not acceptable that the tables should contain all the project information from the résumé. Only the specific answer should be provided.

No.	Mandatory Criteria		Compliant Yes/No
CM-1	Corporate		
CM-2	Corporate		
CM-3	Corporate		
M1	Application/Software Architect – Level 3		
M2	Application/Software Architect – Level 3		
M3	Application/Software Architect – Level 3		
M1	Programmer/Analyst – Level 3		
M2	Programmer/Analyst – Level 3		
M1	Database Analyst – Level 3		
M2	Database Analyst – Level 3		
M1	Technical Writer – Level 2		
M2	Technical Writer – Level 2		
No.	Point-Rated Criteria	Maximum Technical Points	Bidder Technical Score
R1	Corporate	40	
R2	Corporate	40	
R3	Corporate	30	
R4	Corporate	30	
R5	Corporate	40	
R6	Corporate	40	
R7	Corporate	40	
<b>Total Corporate</b>		<b>260</b>	
R1	Application/Software Architect – Level 3	5	
R2	Application/Software Architect – Level 3	5	
R3	Application/Software Architect – Level 3	5	
R4	Application/Software Architect – Level 3	20	
R5	Application/Software Architect – Level 3	5	
R6	Application/Software Architect – Level 3	15	
R7	Application/Software Architect – Level 3	35	
R8	Application/Software Architect – Level 3	10	
<b>Total Application/Software Architect – Level 3</b>		<b>100</b>	



R1	Programmer/Analyst – Level 3	5	
R2	Programmer/Analyst – Level 3	20	
R3	Programmer/Analyst – Level 3	10	
R4	Programmer/Analyst – Level 3	25	
R5	Programmer/Analyst – Level 3	20	
R6	Programmer/Analyst – Level 3	5	
R7	Programmer/Analyst – Level 3	15	
R8	Programmer/Analyst – Level 3	10	
<b>Total Programmer/Analyst – Level 3</b>		<b>110</b>	
R1	Database Analyst – Level 3	20	
R2	Database Analyst – Level 3	15	
R3	Database Analyst – Level 3	7	
R4	Database Analyst – Level 3	15	
R5	Database Analyst – Level 3	5	
R6	Database Analyst – Level 3	5	
<b>Total Database Analyst – Level 3</b>		<b>67</b>	
R1	Technical Writer – Level 2	20	
R2	Technical Writer – Level 2	20	
R3	Technical Writer – Level 2	5	
R4	Technical Writer – Level 2	5	
<b>Total Technical Writer – Level 2</b>		<b>50</b>	
<b>Total Points</b>		<b>205</b>	

The Technical proposals will be evaluated and scored in accordance with the following evaluation criteria (Mandatory Requirements and Point Rated Requirements).

## 1. CORPORATE MANDATORY

Criteria	Mandatory Requirement	Bidder's Response
		<b>Demonstrated experience (Bidders to insert data)</b>
<b>CM.1</b>	<p>The Bidder must demonstrate, using project descriptions, that it has experience providing or define quality) developmental and maintenance resources for two *similar projects.</p> <p>*A similar project is one that is application development and maintenance oriented, is two years or more in duration, and uses the following software platforms:</p> <p>MS-SQL 2008 R2; MS Access; C#; ASP.Net; and</p>	

	CSLA 4.3.X through 4.5.X and beyond	
<b>CM.2</b>	<p>The Bidder must demonstrate, using project descriptions, that it has experience providing resources with real property application development experience in a global setting in both a developmental and maintenance environment for two *similar projects.</p> <p>*A similar project is one that is application development and maintenance oriented, is two years or more in duration:</p>	
<b>CM.3</b>	<p>The Bidder must demonstrate, using project descriptions, that it has experience providing resources with global currency exchange application development experience in both a developmental and maintenance environment for two *similar projects.</p> <p>A similar project is one that is application development and maintenance oriented, is two years or more in duration, and uses the following software platforms:</p>	

**ATTACHMENT 2.1**

**1. RESOURCES MANDATORY REQUIREMENTS**

The bidder must propose one (1) resource for each of the following category and include an up to date résumé for each of the proposed resources.

RESOURCE CATEGORY	LEVEL OF EXPERTISE
Application/Software Architect	LEVEL 3
Programmer/Analyst	LEVEL 3
Database Analyst	LEVEL 3
Technical Writer	LEVEL 2

**1.1 Application/Software Architect – Level 3**

Experience and Expertise of the Proposed Application/Software Architect, Level 3			
Name of proposed Resource: _____			
The Bidder <b>MUST</b> demonstrate that the Proposed Application/Software Architect, Level 3 has:			
Criteria	Mandatory Requirement	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
<b>M.1</b>	The Bidder must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized academic institution.  A Copy of a valid degree or diploma should be included with the bid.		
<b>M.2</b>	The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of ten years of experience, within the last fifteen years, as of bid closing, in the *Information Technology (IT) field designing and developing business applications.  *Information Technology (IT) field is defined as "the study, design, development, application,		

	implementation, support or management of computer-based information systems". The responsibilities of those working in the field include network administration, software development and installation, and the planning and management of an organization's technology life cycle, by which hardware and software is maintained, upgraded, and replaced		
<b>M3</b>	The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of seven years experience within the last ten years, as of bid closing, architecting enterprise-wide applications using "n-tier" model.		

### 1.2 Programmer/Analyst – Level 3

<b>Experience and Expertise of the Proposed Programmer/Analyst, Level 3</b>			
<b>Name of proposed Resource:</b> _____			
<b>The Bidder MUST demonstrate that the Proposed Programmer/Analyst, Level 3 has:</b>			
<b>Criteria</b>	<b>Mandatory Requirement</b>	<b>Bidder's Response</b>	
		<b>Demonstrated experience (Bidders to insert data)</b>	<b>Insert page # of resume</b>
<b>M.1</b>	The Bidder must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.  Copy of a valid degree or diploma should be included with the bid.		
<b>M.2</b>	The Bidder must demonstrate, using project descriptions, that the proposed resource has ten years' experience in business application development using "n-tier" model and Object		

	Oriented Analysis and Design.		
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### 1.3 Database analyst, Level 3

<b>Experience and Expertise of the Proposed Database analyst, Level 3</b>			
Name of proposed Resource: _____			
The Bidder MUST demonstrate that the Proposed Database analyst, Level 3 has:			
Criteria	Mandatory Requirement	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
<b>M.1</b>	The Bidder must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.  Copy of a valid degree or diploma should be included with the bid.		
<b>M.2</b>	The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of ten years of experience within the last fifteen years, as of bid closing supporting Microsoft SQL or ANSI SQL environment.		

### 1.4 Technical Writer, Level 2

<b>Experience and Expertise of the Proposed Technical Writer, Level 2</b>		
Name of proposed Resource: _____		
The Bidder MUST demonstrate that the Proposed Technical Writer, Level 2 has:		
Criteria	Mandatory Requirement	Bidder's Response

		<b>Demonstrated experience (Bidders to insert data)</b>	<b>Insert page # of resume</b>
<b>M.1</b>	<p>The Bidder must demonstrate that the proposed resource has a post-secondary degree or diploma in Computer Sciences from a recognized Canadian academic institution or an international academic institution recognized by the Canadian Information Centre for International Credentials.</p> <p>Copy of a valid degree or diploma should be included with the bid.</p>		
<b>M.2</b>	<p>The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience within the last seven years, as of bid closing as a technical writer in an IM/IT field (As defined in M1.2) supporting an application development and maintenance shop.</p>		

**ATTACHMENT 2.2**

**1. POINT RATED REQUIREMENTS**

**1.1 CORPORATE POINT RATED REQUIREMENTS**

<b>Corporate Point Rated Technical Criteria</b>				
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>
<b>R1</b>	The Bidder should provide project descriptions and references for two projects completed within the last five years, as of bid closing, involving application and systems support and maintenance where the annual professional services component were greater or equal to \$600K dollars each.	<b>40</b>	20 points per project up to a maximum of 40 points	
<b>R2</b>	The Bidder should provide project descriptions for two projects that clearly show the projects scale and provide references for the two projects completed within the last five years as of bid closing involving application design, development and implementation where the annual professional services components were equal to or greater than \$600k dollars each.	<b>40</b>	20 points per project up to a maximum of 40 points	
<b>R3</b>	The Bidder should provide project descriptions and references for two projects completed within the last five years as of bid closing involving application or systems migration and liaison where the annual professional services component were greater or equal to \$500K dollars each.	<b>30</b>	15 points per project up to a maximum of 30 points	
<b>R4</b>	The Bidder should demonstrate, using project descriptions, its experience within the last three years as of bid closing in the design, development, implementation, and support of Business Objects and Encapsulated Classes using a proven Object Oriented methodology.	<b>30</b>	10 points per project up to a maximum of 30 points	
<b>R5</b>	The Bidder should demonstrate, using project descriptions, its experience within the last four years as of bid closing in the four phases of the Software Development Life Cycle (SDLC) using Component Scalable Logical Architecture (CLSA.NET) versions 4.3.x.  <input checked="" type="checkbox"/> design, <input checked="" type="checkbox"/> development, <input checked="" type="checkbox"/> implementation and <input checked="" type="checkbox"/> support/maintenance	<b>40</b>	10 points per phase up to a maximum of 40 points	
<b>R6</b>	The Bidder should demonstrate, using project descriptions, its experience within the last three years, as of bid closing in the four phases of the Software Development Life	<b>40</b>	10 points per phase up to a maximum of 40 points	

	Cycle (SDLC) using Component Scalable Logical Architecture (CLSA.NET) versions 4.5.7.  <input checked="" type="checkbox"/> design, <input checked="" type="checkbox"/> development, <input checked="" type="checkbox"/> implementation and <input checked="" type="checkbox"/> support/maintenance			
<b>R7</b>	The Bidder should demonstrate, using project descriptions, its experience within the last six years, as of bid closing, in the design, development, implementation, and support of Web applications using "n-tier" architecture.	<b>40</b>	10 points per project up to a maximum of 40 points.	
<b>MAX. AVAILABLE POINTS</b>		<b>260</b>		
<b>MIN. POINTS REQUIRED</b>		<b>156</b>		
<b>BIDDER TECHNICAL SCORE</b>				
Proposals that do not meet the minimum points required of 156 points for the Corporate Point-Rated Technical Criteria will be found non-responsive.				

## 1.2. RESOURCE POINT RATED REQUIREMENTS

1.2.1 APPLICATION/SOFTWARE ARCHITECT - LEVEL 3					
Item	Point-Rated Requirement	Max Points	Evaluation Criteria	Demonstrated Experience	Insert Page # of Resume
<b>R1</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience deploying applications under:  <input checked="" type="checkbox"/> Microsoft Solutions Framework; <input checked="" type="checkbox"/> Microsoft Patterns and Practices; <input checked="" type="checkbox"/> .Net Framework.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>R2</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience implementing the Model View Controller Design Pattern application.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>R3</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience implementing the Microsoft User Interface Application Block	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>R4</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience building distributed object oriented business software using:	<b>20</b>	a) Two points per year up to a maximum of 8 points.  b) Four points per year		



	a) CSLA (4.3.x) b) CSLA.NET (4.5.7)		up to a maximum of 12 points.		
<b>R5</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience implementing best practices in Relational Database Design and Microsoft Data Access for data storage and management.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>R6</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience implementing and deploying applications with:  a) MS-Visual Studio 2008 b) MS-Visual Studio 2012 c) MS-Visual Studio 2017 (version 15.4.4)	<b>15</b>	a) One point per year up to a maximum of 5 points b) one point per year up to a maximum of 5 points c) 5 points per year up to a maximum of 5 points.		
<b>R7</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience implementing and deploying applications with:  <input checked="" type="checkbox"/> JSON; <input checked="" type="checkbox"/> ASP.NET MVC; <input checked="" type="checkbox"/> Javascript; <input checked="" type="checkbox"/> C#; <input checked="" type="checkbox"/> VBA; <input checked="" type="checkbox"/> MS-SQL Server 2005 <input checked="" type="checkbox"/> MS-SQL Server 2008 R2	<b>35</b>	One point per application per year up to a maximum of 5 points each.		
<b>R8</b>	The Bidder should demonstrate, through project descriptions, that the proposed resource has experience in implementing and deploying applications using:  <input type="checkbox"/> MS Team Foundation;	<b>10</b>	Two points per year up to a maximum of 10 points.		
<b>MAX. AVAILABLE POINTS</b>		<b>100</b>			
<b>MIN. POINTS REQUIRED</b>		<b>60</b>			
<b>BIDDER TECHNICAL SCORE</b>					
<b>Proposals that do not meet the minimum score of 60 points for the proposed resource of this category will be found non-responsive.</b>					

**1.2.2 PROGRAMMER/ANALYST - LEVEL 3**

Item	Point-Rated Requirement	Max	Evaluation Criteria	Demonstrated	Insert Page # of
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		Points	Experience	Resume
<b>R1</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience developing applications using Visual Studio .NET.	<b>5</b>	One point per year up to a maximum of 5 points.	
<b>R2</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience developing, supporting and maintaining applications with Component Scalable Logical Architecture (CSLA.NET)  a) 4.3.x; b) 4.5.7.	<b>20</b>	a) Two points per year up to a maximum of 8 points.  b) Four points per year up to a maximum of 12 points.	
<b>R3</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience developing applications using:  - Microsoft Application Block; - Object oriented techniques.	<b>10</b>	One point per application per year up to a maximum of 5 points each.	
<b>R4</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience developing windows based applications using:  - Ajax; - VBA; - C#; - ODBC; - OLEDB.	<b>25</b>	One point per application per year up to a maximum of 5 points each.	
<b>R5</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience developing Intranet applications using:  - ASP.NET MVC 4; - client side JavaScript/JQuery; - Object oriented programming; - WEB experience toolkit (WET).	<b>20</b>	One point per application per year up to a maximum of 5 points each.	
<b>R6</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience developing reports using SQL Reporting Services.	<b>5</b>	One point per year up to a maximum of 5 points.	
<b>R7</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience in the development,	<b>15</b>	One point per application per year up to a maximum of 3 points each.	

	implementation, and support of applications with:  - MS Visual Studio 2012; - MS Visual Styudio 2017; - Transact SQL; - Microsoft VBA; - C#.				
<b>R8</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience in the migration, implementation, and support of applications with:  - MS-SQL Server 2005; - MS-SQL Server 2008.	<b>10</b>	One point per version per year up to a maximum of 5 points each.		
<b>MAX. AVAILABLE POINTS</b>		<b>110</b>			
<b>MIN. POINTS REQUIRED</b>		<b>66</b>			
<b>BIDDER TECHNICAL SCORE</b>					
<b>Proposals that do not meet the minimum score of 66 points for the proposed resource will be found non-responsive.</b>					

<b>1.2.3 DATABASE ANALYST - LEVEL 3</b>					
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>	<b>Insert Page # of Resume</b>
<b>R1</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience in the development and implementation of applications with MS-SQL 2005 and 2008 including:  - SQL Server Integration Services 2008 R2; - SQL Server Reporting Services 2008 R2.	<b>20</b>	Two points per application per year up to a maximum of 10 points each.		
<b>R2</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience with MS Visual Studio:  a) 2008 (BIDS); b) 2012; c) 2017.	<b>15</b>	a) one point per year up to a maximum of 5 points;  b) one point per year to a maximum of 5 points  c) 5 points per year to a maximum of 5 points		
<b>R3</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience with Database Design and Implementation.	<b>7</b>	One point per year up to a maximum of 7 points.		

<b>R4</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience in the development and implementation of applications with:  - OLEDB; - ODBC; - ADODB connectivity.	<b>15</b>	One point per application per year up to a maximum of 5 points each.		
<b>R5</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience in the development and implementation of MS-SQL based applications using SQL Server Management Studio 2008 R2.	<b>5</b>	One point per application per year up to a maximum of 5 points each.		
<b>R6</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience with Quality Assurance methodology.	<b>5</b>	One point per year up to a maximum of 5 points.		
<b>MAX. AVAILABLE POINTS</b>		<b>67</b>			
<b>MIN. POINTS REQUIRED</b>		<b>40</b>			
<b>BIDDER TECHNICAL SCORE</b>					
<b>Proposals that do not meet the minimum score of 40 points for the proposed resource will be found non-responsive.</b>					

<b>1.2.4 TECHNICAL WRITER - LEVEL 2</b>					
<b>Item</b>	<b>Point-Rated Requirement</b>	<b>Max Points</b>	<b>Evaluation Criteria</b>	<b>Demonstrated Experience</b>	<b>Insert Page # of Resume</b>
<b>R1</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has a minimum of five years' experience as a Technical writer working in an IM/IT field (As defined in M1.2).	<b>20</b>	Two points per year up to a maximum of 10 points.		
<b>R2</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience with:  <input checked="" type="checkbox"/> MS Word 2007 or above <input checked="" type="checkbox"/> MS PowerPoint 2007 or above <input checked="" type="checkbox"/> MS Excel 2007 or above <input checked="" type="checkbox"/> MS Project 2007 or above	<b>20</b>	One point per application per year to a maximum of 5 points each.		
<b>R3</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience with Software Development Life	<b>5</b>	One point per year up to a maximum of 5 points.		

	Cycle (SDLC).				
<b>R4</b>	The Bidder should demonstrate, using project descriptions, that the proposed resource has experience in the writing of USE case documents for applications.	<b>5</b>	One point per application per year up to a maximum of 5 points.		
<b>MAX. AVAILABLE POINTS</b>		<b>50</b>			
<b>MIN. POINTS REQUIRED</b>		<b>30</b>			
<b>BIDDER TECHNICAL SCORE</b>					
<b>Proposals that do not meet the minimum score of 30 points for the proposed resource will be found non-responsive.</b>					

**ATTACHMENT 3  
PRICING SCHEDULE**

**Initial Contract Period:**

Date of Contract award to _____		
Resource Category	Level of Expertise	Firm Per Diem Rate
Application/Software Architect	LEVEL 3	\$
Quality Assurance Specialist	LEVEL 2	\$
Programmer/Analyst	LEVEL 2	\$
Programmer/Analyst	LEVEL 3	\$
Database Analyst	LEVEL 3	\$
WEB Developer	LEVEL 2	\$
Project Manager	LEVEL 3	\$
Technical Writer	LEVEL 2	\$

**Option Periods:**

Option Period 1 from _____ to _____		
Resource Category	Level of Expertise	Firm Per Diem Rate
Application/Software Architect	LEVEL 3	\$
Quality Assurance Specialist	LEVEL 2	\$
Programmer/Analyst	LEVEL 2	\$
Programmer/Analyst	LEVEL 3	\$
Database Analyst	LEVEL 3	\$
WEB Developer	LEVEL 2	\$
Project Manager	LEVEL 3	\$
Technical Writer	LEVEL 2	\$

Option Period 2 from _____ to _____		
Resource Category	Level of Expertise	Firm Per Diem Rate
Application/Software Architect	LEVEL 3	\$
Quality Assurance Specialist	LEVEL 2	\$
Programmer/Analyst	LEVEL 2	\$
Programmer/Analyst	LEVEL 3	\$
Database Analyst	LEVEL 3	\$
WEB Developer	LEVEL 2	\$
Project Manager	LEVEL 3	\$
Technical Writer	LEVEL 2	\$

Option Period 3 from _____ to _____		
Resource Category	Level of Expertise	Firm Per Diem Rate
Application/Software Architect	LEVEL 3	\$
Quality Assurance Specialist	LEVEL 2	\$
Programmer/Analyst	LEVEL 2	\$
Programmer/Analyst	LEVEL 3	\$
Database Analyst	LEVEL 3	\$
WEB Developer	LEVEL 2	\$
Project Manager	LEVEL 3	\$
Technical Writer	LEVEL 2	\$

Option Period 4 from _____ to _____		
Resource Category	Level of Expertise	Firm Per Diem Rate
Application/Software Architect	LEVEL 3	\$
Quality Assurance Specialist	LEVEL 2	\$

Programmer/Analyst	LEVEL 2	\$
Programmer/Analyst	LEVEL 3	\$
Database Analyst	LEVEL 3	\$
WEB Developer	LEVEL 2	\$
Project Manager	LEVEL 3	\$
Technical Writer	LEVEL 2	\$

Option Period 5 from _____ to _____		
Resource Category	Level of Expertise	Firm Per Diem Rate
Application/Software Architect	LEVEL 3	\$
Quality Assurance Specialist	LEVEL 2	\$
Programmer/Analyst	LEVEL 2	\$
Programmer/Analyst	LEVEL 3	\$
Database Analyst	LEVEL 3	\$
WEB Developer	LEVEL 2	\$
Project Manager	LEVEL 3	\$
Technical Writer	LEVEL 2	\$

Option Period 6 from _____ to _____		
Resource Category	Level of Expertise	Firm Per Diem Rate
Application/Software Architect	LEVEL 3	\$
Quality Assurance Specialist	LEVEL 2	\$
Programmer/Analyst	LEVEL 2	\$
Programmer/Analyst	LEVEL 3	\$
Database Analyst	LEVEL 3	\$
WEB Developer	LEVEL 2	\$



Solicitation Number:  
08915-180150/A

Amendment Number:

Buyer ID:  
609EL

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Project Manager	LEVEL 3	\$
Technical Writer	LEVEL 2	\$

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**ATTACHMENT 4**  
**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).

## **ATTACHMENT 5**

### **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)