

RETURN TO : RETOURNER À:

Department of National Defence Ministère de la défense nationale

LETTER OF INTEREST LETTRE D'INTERET

Request for Information No. W6369-200130 Robotic Process Automation Solution DRAFT RFP

REQUEST FOR INFORMATION / DEMANDE D'INFORMATION

	Robotic Process Automation software solution and professional services			
Solicitation No. – No de	Date			
l'invitation	2 August 2019			
W6369-200130				
Solicitation closes -	Time zone – Fuseau			
L'invitation prend fin	horaire			
on – le				
at – à	14 :00 EST /HNE			
22 August 2010	Eastern Standard			
23 August 2019	Time/ Heure Normale de l'Est			
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REQUEST FOR INFORMATION (RFI)

FOR ROBOTICS PROCESS AUTOMATION (RPA) SOFTWARE SOLUTION AND PROFESSIONAL SERVICES

PURPOSE OF REQUEST FOR INFORMATION (RFI)

This DRAFT Request for Proposal is intended to engage Industry further and allow parties to provide comments, questions and feedback on the intended Request for Proposal. Information and feedback received may be incorporated into the final Request for Proposal that is intended to be published shortly thereafter.

This is not a bid solicitation. This RFI will not result in the award of any contract; therefore, potential suppliers of any goods or services described in this RFI should not earmark stock or facilities, nor allocate resources, as a result of any information contained in this RFI. Nor will this RFI result in the creation of any source list; therefore, whether or not any potential supplier responds to this RFI will not preclude that supplier from participating in any future procurement.

Canada requests industry parties to provide any feedback they may have on any aspect of the DRAFT Request for Proposal, but in particular in the areas of Statement of Work, Bid Evaluation, Basis of Payment and Resulting Contract.

RESPONSE COSTS

DND will not reimburse any respondent for expenses incurred in responding to this RFI.

NATURE AND FORMAT OF RESPONSES REQUESTED

Respondents are requested to provide their comments, concerns and, where applicable, alternative recommendations regarding how the requirements or objectives described in this RFI could be satisfied. Respondents are also invited to provide comments regarding the content, format and/or organization of any draft documents included in this RFI. Respondents should explain any assumptions they make in their responses. Respondents are requested to provide their feedback in writing (in their own format) to the Contracting Authority only on or before the closing date and time indicated.

TREATMENT OF RESPONSES

a) Use of Responses: Responses will not be formally evaluated. However, the responses received may be used by the Crown to develop or modify procurement strategies or any draft documents contained in this RFI. The Crown will review all responses received by the RFI closing date. The Crown may, in its discretion, review responses received after the RFI closing date.

b) Review Team: A review team composed of representatives from the Crown will review the responses. The Crown reserves the right to hire any independent consultant, or use any government resources that it considers necessary to review any response. Not all members of the review team will necessarily review all responses.



c) Confidentiality: Respondents should mark any portions of their response that they consider proprietary or confidential. The Crown and its consultants will treat those portions of the responses as confidential to the extent permitted by the Access to Information Act.

d) Post-Submission Review Meetings: The Crown may request individual Post-Submission Review Meetings with respondents to provide clarity on information provided. If required, these will be held at the most appropriate location, to be determined at a later date. The intent of these meetings will be to provide an opportunity for a face-to-face discussion with respondents. Although respondents may request a meeting, and their request will be considered, the Crown will determine whether it requires additional information from any given respondent and will schedule meetings accordingly. All such requests, by respondents, should be forwarded to the Contracting Authority.

ENQUIRIES

Because this is not a bid solicitation, the Crown will not necessarily respond to all enquiries in writing or by circulating answers to all potential suppliers. However, respondents with questions regarding this RFI may direct their enquiries to:

Marie-Josée Guy DES Proc 2-3 Department of National Defence NDHQ Carling 60 Moodie Ottawa ON

Tel: 613-901-8477 Email: <u>marie-josee.guy@forces.gc.ca</u>

SUBMISSION OF RESPONSES

Respondents should send responses electronically via e-mail to the Contracting Authority's address identified herein by the date specified on the front page of the RFI.

All requested information is to be provided to the Contracting Authority on or before the closing date of the RFI.

Responsibility for Timely Delivery: Each respondent is solely responsible for ensuring its response is delivered on time to the correct location.

Identification of Response: Each respondent should ensure that its name and return address, the solicitation number and the closing date appear legibly on the inside of the response.



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List of Annexes to the Resulting Contract

Annex A, Statement of Work

- (1) Appendix A to Annex A Tasking Assessment Procedure;
- (2) Appendix B to Annex A Task Authorization (TA) Form;
- (3) Appendix C to Annex A Resource Assessment Criteria and Response Table;
- (4) Appendix D to Annex A Certifications at the TA stage;
- (5) Appendix E to Annex A HR technical environment
- (6) Appendix F to Annex A DND term extension business process
- (7) Appendix G to Annex A E-staffing Term extension process

Annex B, Basis of Payment; Annex C, Security Requirements Check List; Annex D, Non-Disclosure Agreement

List of Attachments to Part 3 (Bid Preparation Instructions):

Attachment 3.1: Electronic Payment Instruments Attachment 3.2: Bid Submission Form

List of Attachments to Part 4 (Evaluation and Procedures and Basis of Selection):

Attachment 4.1: Mandatory Technical Evaluation Criteria Attachment 4.2: Point-Rated Technical Evaluation Criteria Attachment 4.3: Financial Proposal

List of Attachments to Part 5 (Certifications):

Attachment 5.1: Federal Contractors Program for Employment Equity – Certification Attachment 5.2: Joint Venture Certification *(to be used only if a Joint Venture is being proposed)*



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications 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, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, DND 626 Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) requires a Robotics Process Automation (RPA) software solution and professional services for their Human Resources system for civilian employees and other departmental business processes. The contract will be for 2 years plus two one-year options.
- 1.2.2 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 <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgcpwgsc.gc.ca/esc-src/introduction-eng.html) website".
- 1.2.3 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-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.4 This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.



- 1.2.5 This procurement is subject to the Controlled Goods Program. The <u>Defence production Act</u> defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
- 1.2.6 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the Attachment 5.1 titled Federal Contractors Program for Employment Equity - Certification.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: **180 days**

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and at the address indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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.

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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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:

- a. name of former public servant;
- b. 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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:

a. name of former public servant;

- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **10** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 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 reason 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 at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (2 hard copies)

Section IV: Additional Information (2 hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

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



Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 3.1 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 3.1 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.

3.1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

3.1.3.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Steps in the Evaluation Process

4.2.1 The selection process to determine the successful Bidder will be carried out as follows:



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Notwithstanding Steps 1 and 2 below, in order to expedite the evaluation process, DND reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should DND elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria

All bids will be evaluated to determine if the mandatory requirements detailed in Attachment 4.1 "Mandatory Criteria" have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

Step 2 – Evaluation against Point-Rated Criteria

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the pointrated criteria detailed in Attachment 4.2 "Point Rated Criteria", to determine the Bidder's Total Technical Merit Score.

Bids will then be evaluated in accordance with Step 3 below

Step 3 – Evaluation of Financial Proposals

Only technically compliant bids meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 4.3 Financial Proposal. Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Attachment 4.3 Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

Step 4 – Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
- 2. Bids not meeting a. or b. will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available



multiplied by the ratio of 70 %.

- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24,55	45/50 x 30 = 27	45/45 x 30 = 30.00
Combined Ra	ting	84.18	73.15	77.70
Overall Rating]	1st	3rd	2nd



Step 5 - Conditions Precedent to Contract Award

The Bidder(s) recommended for award of a Contract must meet the requirements provided in Part 5 "Certifications and Additional Information" of this RFP and Part 6 "Security Requirements".

Step 6 – Proof of Proposal Testing

The Bidder with the highest ranked responsive bid as defined in Step 4 will proceed to the Proof of Proposal Testing phase of the evaluation; The Contracting Authority may request the Bidder to provide their proposed solution for demonstration and Proof of Proposal (POP) testing at a DND designated site, with the participation and assistance of the Bidder.

The Contracting Authority will provide the Bidder with a listing of the mandatory and rated requirements that will be subjected to validation by the Contracting Authority a minimum of ten (10) calendar days before the Bidder's scheduled Proof of Proposal Testing date. We reserve the right to test any or all mandatory or point rated criteria in the RFP.

The purpose of the Proof of Proposal will be to validate the Bidder's proposal and proposed solution related to the mandatory and point-rated requirements. If there is an obvious discrepancy between the product or the performance of the products provided for Proof of Proposal Testing and the solution proposed in the Bidder's proposal, DND reserves the right to conduct whatever further tests are required to validate the Bidder's proposal.

Within 15 business days of a request from the Contracting Authority, the Bidder with the highest ranked responsive bid must deliver their solution ready for test on DND equipment at a DND designated site in the Canada National Capital Region (to be determined prior to Bidder notification). DND will assume all costs related to the facilities provided, the required infrastructure (i.e. the DND network) and DND employees. All Bidder costs, including delivery of the solution and support during the POP will be the responsibility of the Bidder. DND will conduct all tests utilizing DND developed test procedures.

The Proof of Proposal testing timeline shall not exceed 10 business days, unless extended in writing by the Contracting Authority at DND's sole discretion. If a deficiency is detected during the Proof of Proposal, the Bidder will have the opportunity to correct any deficiencies (including the provision of replacement equipment) during the Proof of Proposal testing, provided that all deficiencies are corrected within the 2 business days testing timeline.

If the proposed solution fails to meet one of the tested mandatory requirements of the SOR at the end of the 10 business day test period, the bid will be declared non-responsive. The Bidder will remove their solution from the test site and DND will invite the Bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

If the proposed solution fails to meet one of the tested point-rated requirements of the SOR at the end of the 10 business day test period, the Bidder's proposal will be re-evaluated to adjust the point-rated scoring assessed for each applicable criterion. Steps 2, 3 and 4 will be repeated to reassess the bids and should the Bidder no longer be the highest-ranked responsive bid, the Bidder will remove their solution from the test site and DND will invite the bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

DND reserves the right to conduct POP testing after Contract award at its sole discretion.



Step 7 – Contract Entry

The Bidder(s) with the highest ranked responsive bid and meeting all the requirements listed above will be recommended for award of a contract.

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 the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social Development Canada (ESDC)</u> -



<u>Labour's</u> 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 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 <u>"FCP Limited Eligibility to Bid</u>" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Attachment 5.1 titled 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 Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be 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. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.3.2 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;



- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

6.2 Controlled Goods Requirement

SACC Manual clause <u>A9130T</u> (2014-11-27) Controlled Goods Program



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.1.1 Optional Goods and/or Services

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.1.2 Task Authorization

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.

7.1.2.1 Task Authorization Process

- 1. Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A, B, C and D of Annex A.
- 2. The Procurement Authority will provide the Contractor with a description of the task using the DND 626, "Task Authorization Form" form specified in Appendix B to Annex A.
- 3. The draft Task Authorization will contain the details of the activities to be performed and must also contain the following information:
 - 1. the contract number;
 - 2. the task number;
 - 3. the date by which the Contractor's response must be received (which will appear on the draft Task Authorization but not on the issued Task Authorization);
 - 4. the categories of resources and the number required;
 - 5. a description of the work for the task outlining the activities to be performed and identifying any deliverables;
 - 6. the start and completion dates;
 - 7. milestone dates for deliverables and payments (if applicable);
 - 8. the number of person-days of effort required;
 - 9. whether the work requires on-site activities and the location;
 - 10. the language profile of the resources required;
 - 11. the level of security clearance required of resources;
 - 12. 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 sheet filled in at the time of the work by the individual resources to support the charges); and
 - 13. any other constraints that might affect the completion of the task.
- 4. The Contractor must provide the Procurement Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.



5. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$20,000 (excluding applicable taxes).

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. 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.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.2.3 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by DES Proc 2-3-2. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

- 4003 (2010-08-16) Licensed Software
- <u>4004</u> (2013-04-25) Maintenance and Support Services for Licensed Software and 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

apply to and form part of the Contract.



7.3 Security Requirements

- **7.3.1** The following security requirements apply and form part of the Contract.
 - 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of **Secret**, with approved Document safeguarding at the level of **Secret**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
 - 2. This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program (CGP) of PWGSC
 - 3. The Contractor/Offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **Reliability Status**, **Confidential** or **Secret** as required, granted or approved by the CISD/PWGSC
 - 4. The Contractor must not utilize its Information Technology systems to electronically process, produce or store any sensitive protected/classified information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed up to the level of secret
 - 5. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
 - 6. The Contractor/Offeror must comply with the provisions of the:
 - 1. Security Requirements Check List and security guide (if applicable), attached at Annex C
 - 2. Industrial Security Manual (Latest Edition)

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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

7.3.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The Contract Period is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- 1) The Initial Contract period which begins on the date the Contract is awarded and ends 2 years later; and
- 2) The period during which the Contract us extended, if Canada chooses to exercise any options set out in the Contract.

7.4.2 Option to Extend the Contract



The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marie-Josee Guy Title: Procurement Team Lead, DES Proc 2-3 Department of National Defence Directorate: Director Electronic Systems Procurement Address: 60 Moodie Drive, Ottawa ON

Telephone: 613-901-8477 E-mail address: <u>marie-josee.guy@forces.gc.ca</u>

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.

7.5.2 Procurement Authority

The Procurement Authority for the Contract is: [to be inserted at time of contract issuance]

Name: Title: Directorate: Address:

Telephone: E-mail address:

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

7.5.3 Technical Authority

The Technical Authority for the Contract is: [to be inserted at time of contract issuance]

Name: _____



Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail:	

The Technical Authority named above 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.

7.5.4 Contractor's Representative

The Contractor's Representative for the Contract is: [to be inserted at time of contract issuance]

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

7.6 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 <u>Public Service</u> <u>Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy</u> <u>Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are excluded and Applicable Taxes are extra.



No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.1.1.2 Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the Basis of Payment, in Annex B, as specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

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

7.1.1.3 Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ ______. Customs duties are excluded and Applicable Taxes are extra.
- 2. 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.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



7.7.3 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.6 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.7.7 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.

7.8 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. 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.
- 3. 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.
- 4. The Contractor must provide an electronic copy of each invoice to the DND Procurement Authority, and to the Contracting Authority.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, 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 period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the 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 "<u>FCP Limited Eligibility to Bid</u>" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______ (to be inserted at contract award)

7.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4003</u> (2010-08-16) Licensed Software, <u>4004</u> (2013-04-25) Maintenance and Support Services for Licensed Software and <u>4006</u> (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2018-06-21) General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work, including its Appendices as follows;
 - (1) Appendix A to Annex A Tasking Assessment Procedure;



- (2) Appendix B to Annex A Task Authorization (TA) Form;
- (3) Appendix C to Annex A Resource Assessment Criteria and Response Table;
- (4) Appendix D to Annex A Certifications at the TA stage;
- (5) Appendix E to Annex A HR technical environment
- (6) Appendix F to Annex A DND term extension business process
- (7) Appendix G to Annex A E-staffing Term extension process
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Non-Disclosure Agreement
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____, (to be inserted at the time of contract award).

7.12 Non-Disclosure Agreement

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

7.13 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

7.14 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor) (to be finalized at the time of contract award)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause <u>A2001C</u> (2006-06-16) Foreign Nationals (Foreign Contractor)

7.15 Insurance Requirements

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.

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.

The Contractor must 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 and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.15.1 Commercial General Liability Insurance

1. 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.

- 2. 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.

7.15.2 Errors and Omissions Liability Insurance

- 1. 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.
- 2. 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.
- 3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



7.16 Controlled Goods Program

SACC Manual clause <u>A9131C</u> (2014-11-27), Controlled Goods Program

7.17 Limitation of Liability

- 1. 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 section, even if it has been made aware of the potential for those damages.
- 2. First Party Liability:
 - a. 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:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
 - b. 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.
 - c. 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.
 - d. 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 (a) above.
 - e. 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:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - ii. 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

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part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of ______ times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

- f. 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.
- 3. Third Party Claims:
 - a. 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.
 - b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), 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.
 - c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

7.18 Joint Venture [to be deleted at contract award if not applicable]

If the Contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Contract.

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a contractual



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joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

The joint venture represents and warrants that it has appointed and granted full authority to [name to be inserted at time of Contract award], the "Lead Member", to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.

In the event of a contractual joint venture, all payments due and owing to the joint venture shall be made by the Canada Revenue Agency to the Lead Member of the joint venture. Any such payment to the Lead Member of the joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture.

By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.



ANNEX "A"

STATEMENT OF WORK

1. <u>Title</u>

Robotic Process Automation (RPA) Automated Software solution and Professional Services in support of the Department of National Defence.

2. <u>Scope</u>

This Statement of Work (SOW) describes the requirement for a Robotic Process Automation (RPA) solution and associated Professional Services for the planning, development, implementation and deployment of the RPA capability, as well as business process improvements to the Civilian Human Resources Branch of the Department of National Defence (DND), referred to as ADM(HR-Civ). The RPA solution may also be further expanded to other DND Branches.

3. <u>Background</u>

DND's policy, Strong Secure Engaged, highly prioritizes support for people from recruitment through retirement and beyond. Ensuring DND has a well-supported, diverse, resilient people relies heavily on the efficiency and effectiveness of its staffing processes.

ADM(HR-Civ) is the functional authority for human resources activities for the civilian workforce at DND. It provides human resources (HR) services to managers throughout DND. In order to become more efficient and effective, ADM(HR-Civ) is looking to leverage technology to transform its services and examine end to end business processes that considers multiple views including the employee, the manager, the HR specialist. RPA is one tool envisioned to support HR practitioners so that they can focus on high-value added services.

DND operates under a very tight security environment. Deployment of new tools need to comply with overall IT enterprise architecture and security requirements.

4. <u>Problem Statement</u>

DND has approximately 25,000 civilian employees and needs to process 20,000 e-staffing actions annually and an additional 6000 regular staffing actions to ensure strong operations. Mapping of HR business processes has shown a significant number of repetitive manual tasks, such as duplicative data entry, that can often be inefficient and time consuming. Given continued increases in workload, such as Phoenix compensation workarounds, and the number of HR employees not increasing at the same rate, DND must look at altering its business processes and leveraging technology to mitigate pay issues. Currently, numerous manual HR intervention are required in the HR Management systems, leading to potential data integrity issues and delays in submitting timely HR transactions to the Government of Canada's pay system, Phoenix. Therefore, DND is looking to streamline, expedite and reduce the manual data entry process through the RPA capability, while assuring data accuracy and quality, resulting in timely and accurate pay for DND employees. Furthermore, DND is looking at reducing the cost and time per staffing action and free up capacity to be allocated to other priorities. Appendix 1 provides additional details on the HR technical environment.

DND has investigated the potential return on investment with automation tools to replicate certain HR staffing processes' manual tasks. DND is now looking to conduct a proof of concept, and, if successful, implement the RPA solution, scale up the use of automation tools for administrative tasks (e.g. data entry) and explore automation of low-risk decisions in the staffing process. This would allow the organization to assign its number of limited HR employees to more value-added activities and priorities. It would also improve stewardship of public funds.

5. <u>Scope</u>



DND requires an RPA solution and professional services to for the planning, development, implementation and deployment of the RPA capability, as well as business process improvements across a spectrum of interlinked HR to Pay processes. The requirement is to ensure improved timeliness and accuracy of all HR staffing transactions for seamless integration into the Phoenix pay system.

6. <u>Tasks</u>

The work to be conducted for this requirement is broken down in the following phases, which will be authorized through task authorizations:

6.1 Phase 1 - Planning and Proof of concept:

In this phase, the tasks may include, but are not limited to the following:

- 6.1.1 Review current DND term extension business process (refer to Appendix F) and E-staffing Term extension process (refer to Appendix G);
- 6.1.2 Conduct interviews with DND e-staffing Subject Matter Experts;
- 6.1.3 Install and test RPA software in a DND development/test environment on the e-staffing term extension process;
- 6.1.4 Provide proposed RPA implementation plan outlining steps required from a technical and HR functional perspective;
- 6.1.5 Develop a high-level cost-benefit and risk analysis for full implementation of RPA across the e-staffing term extension process; and
- 6.1.6 Present the final deliverables to DND project lead, project sponsor, and incorporate feedback, as required.

6.2 Phase 2- Implementation of E-staffing processes:

In this phase, the tasks may include, but are not limited to the following:

- 6.2.1 Document the requirements to implement and maintain the business process in the production environment. This will include but is not limited to DND infrastructure requirements, training requirements, change management migration (updates to RPA software, DND application, business process etc.), bot credential management, bot governance, business continuity, and contingency planning. Develop a plan for the RPA implementation for the e-staffing processes;
- 6.2.2 Work with DND's Project and Technical Authorities to help DND prepare its production environment, technical team and users for the software installation. DND's technical staff will be permitted to work sideby-side with the Contractor during this phase to gain knowledge on the installation process and to develop a good understanding of the system setup and configuration;
- 6.2.3 Design and configure the RPA software based on the business process analysis and collaboration with DND IT. This will include testing of the design by the Contractor, development of a testing strategy for migration to the DND's user acceptance (UA) testing environment, UA testing, and associated debugging required. DND's technical staff will be permitted to work side-by-side with the Contractor during this phase to gain knowledge on the implementation process and to develop a good understanding of the system setup and configuration;

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- 6.2.4 Deliver classroom training to DND business and IT employees covering the various features and components of the software solution. Additionally, DND business and IT employees will need customized training on how to develop and maintain the bot configurations, how to administer the bots on a daily basis, and how to monitor the bots' performance. The Contractor will also supply the DND with user guides and with technical specifications;
- 6.2.5 Prepare weekly status reports outlining completed work, planned work, and any challenges experienced. In addition to the plans and strategies previously mentioned, the Contractor will prepare a close out report summarizing the project and including recommendations for expanding toward an RPA enterprise state.

6.3 Phase 3 – Implementation of other staffing actions:

This Phase will consider the other remaining 35 staffing businesses processes that will be identified and scheduled based on business process owner readiness.

In this phase, the tasks may include, but are not limited to the following:

- 6.3.1 Document the requirements to implement and maintain the business process in the production environment. This will include but is not limited to DND infrastructure requirements, training requirements, change management migration (updates to RPA software, DND application, business process etc), bot credential management, bot governance, business continuity, and contingency planning. Develop a plan for the RPA implementation for the e-staffing processes;
- 6.3.2 Design and configure the RPA software based on the business process analysis and collaboration with DND IT. This will include testing of the design by the contractor, development of a testing strategy for migration to the DND's user acceptance (UA) testing environment, UA testing, and associated debugging required. DND's technical staff will be permitted to work side-by-side with the Contractor during this phase to gain knowledge on the implementation process and to develop a good understanding of the system setup and configuration.
- 6.3.3 Deliver classroom training to DND business and IT employees covering the various features and components of the software solution. Additionally, DND business and IT employees will need customized training on how to develop and maintain the bot configurations, how to administer the bots on a daily basis, and how to monitor the bots' performance. The contractor will also supply the DND with user guides and with technical specifications.
- 6.3.4 Prepare weekly status reports outlining completed work, planned work, and any challenges experienced. In addition to the plans and strategies previously mentioned, the consultant will prepare a close out report summarizing the project and including recommendations for expanding toward an RPA enterprise state.

6.4 Phase 4– Implementation of other departmental processes:

This Phase will consider other RPA implementation within DND Branches that will be identified and scheduled based on business process owner readiness.

In this phase, the tasks may include, but are not limited to the following:

6.4.1 Document the requirements to implement and maintain the business process in the production environment. This will include but is not limited to DND infrastructure requirements, training requirements, change management migration (updates to RPA software, DND application, business process etc), bot credential management, bot governance, business continuity, and contingency planning. Develop a plan for the RPA implementation for new processes;

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- 6.4.2 Design and configure the RPA software based on the business process analysis and collaboration with DND IT. This will include testing of the design by the contractor, development of a testing strategy for migration to the DND's user acceptance (UA) testing environment, UA testing, and associated debugging required. DND's technical staff will be permitted to work side-by-side with the Contractor during this phase to gain knowledge on the implementation process and to develop a good understanding of the system setup and configuration.
- 6.4.3 Deliver classroom training to DND business and IT employees covering the various features and components of the software solution. Additionally, DND business and IT employees will need customized training on how to develop and maintain the bot configurations, how to administer the bots on a daily basis, and how to monitor the bots' performance. The contractor will also supply the DND with user guides and with technical specifications.
- 6.4.4 Prepare weekly status reports outlining completed work, planned work, and any challenges experienced. In addition to the plans and strategies previously mentioned, the consultant will prepare a close out report summarizing the project and including recommendations for expanding toward an RPA enterprise state.

7. <u>Resource Categories and Tasks</u>

The Contractor must provide a solution that addresses DND's need for Business Consulting, Change Management and IT Project Management services, on an as-and-when requested basis. Each required resource will be requested using a Task Authorization process. The anticipated resource categories and estimated number of resources is as follows:

Resource Categories	Estimated Number of Resources
Project Management Consultant	1
Senior Business Consultant	2
Intermediate Business Consultant	2
Junior Business Consultant	2
Technical Architect	1
Total	8

*Note: The Estimated Number of Resources data above does not represent a commitment by Canada. It is provided purely for information purposes and the Contractor should anticipate it may change.

7.1 Project Management Consultant

The required services may include, but are not limited to the following:

- Manage the project during the planning, development, implementation and deployment phases by ensuring that the project is delivered within previously agreed schedule, cost and scope, which includes performance parameters;
- Formulate statements of problems; establish procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof;
- Define and document the objectives for the project; abiding by budgetary limits, the composition, roles and responsibilities and terms of reference for the project team;



- Report progress of the project on an ongoing basis and at scheduled points during the contract;
- Meet with DND stakeholders and other project managers to discuss potential problems and develop solutions;
- Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools

7.2 Business Consultants

The required services may include, but are not limited to the following: <u>7.2.1 Senior Business Consultants</u>:

- Lead the planning, development and implementation of an RPA solution;
- Analyze, evaluate and develop HR business processes (operational, systems, etc.);
- Identify organizational and/or business opportunities for improvement and streamlining of HR business processes;
- Identify and evaluate critical success parameters, factors and performance measurements;
- Assist DND stakeholders in the planning, development and implementation of business improvement processes and programs;
- Develop and manage the RPA capability implementation and business process improvement plans to identify, analyze, plan, track and control the implementation and improvement on a continuous basis;
- Advise DND Senior Management on a range of issues affecting the organization's ability to achieve the business objectives in implementing the RPA;
- Plan, prepare and lead sessions with the user community to understanding their needs and predefine the approach and techniques to be used to create work plans;
- Make recommendations and provide advice for HR business improvements and assist in developing solutions, scenarios and implement recommendations;
- Assess the organization's capacity/capability to undertake and successfully deliver the RPA solution;
- Communicate in a clear and concise manner, to the appropriate people and in a timely manner;
- Ensure communications are clearly understood by encouraging and listening to feedback both internally and externally in the organization.

7.2.2 Intermediate Business Consultants:

- Participate in the development of an RPA solution;
- Review existing business work processes;
- Analyze existing business processes and identify opportunities for process improvements;
- · Assist in the prioritization and assignment of organizational business process improvement;
- Map existing processes and developing and map recommended new processes and changes;
- Make recommendations, provide advice for improvements, assist in the development of solutions and implement the recommendations;
- Collect and analyze information and present findings on complex issues;
- Carry out or coordinate research as required and prepare reports;
- Craft business process improvement documents;
- Define, develop and implement change management strategies and plans;
- Performing Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis;
- Coach/train DND HR employees on new RPA business process;
- Identify and research best practices from other government departments and agencies in the implementation of RPA capability;
- Consult DND stakeholders (individually or by means of facilitating group sessions) to identify comprehensive business requirements;
- Implement and advise on risk mitigating measures;
- Use business, workflow and organizational tools;



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- Analyze and define business processes related to both "As Is" and "To Be" status;
- Perform analysis of business processes to recommend the best option to address any concerns, gaps, etc. including the potential risks and benefits;
- Provide input for the development of new processes;
- Develop and implement communication strategies and plans in geographically dispersed branches of ADM(HR-Civ) going through an organizational transformation (change management);
- Develop training strategies and plans and deliver training to DND HR employees;
- Communicate in a clear and concise manner to the appropriate people and in a timely manner;
- Ensure communications are clearly understood by encouraging and listening to feedback;

7.2.3 Junior Business Consultants:

- Participate in the development of an RPA solution;
- Produce business process improvement documents;
- Process problems into solutions or new opportunities/initiatives;
- Identify and research best industry practices;
- Document business requirements of all DND stakeholders;
- Provide advice on and/or assist in the implementation of new processes;
- Coach/train DND HR employees on new RPA business process;
- Identify the required modifications to the automated processes;
- Document workflows;
- Provide training, information sessions and mentoring on business processes realignment to DND HR employees;
- Facilitate large and small group discussion;
- Conduct interviews and workshops with DND stakeholders;
- Develop training strategies and plans and deliver training to DND HR employees;
- Communicate in a clear and concise manner, to the appropriate people and in a timely manner;
- Ensure communications are clearly understood by encouraging and listening to feedback.;

7.3 Technical Architect:

- Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements;
- Identify policies and requirements that drive out a particular solution;
- Analyze and evaluate alternative technology solutions to meet business problems;
- Ensure the integration of all aspects of technology solutions;
- Evaluate hardware and software relative to their ability to support specified requirements and, by determining potential and actual bottlenecks, improve system performance through recommended hardware changes;
- Review computer software systems and data requirements as well as communication and response needs and determine operating systems and languages needed to support them.

8. Deliverables

The deliverables will be specified in each Task Authorization but can include, and is not limited to, the following:

- RPA implementation plan;
- Project management plan consistent with DND / ADM(HR-Civ) framework;
- Project management documentation consistent with ADM(HR-Civ) framework;



- Business process map/work flow for current state;
- Business process map/work flow for future state;
- Cost-Benefit analysis;
- HR Roles and responsibilities documentation for new business process(es);
- Work transition/change management plan;
- Lessons learned;
- Presentations for DND senior executives;
- Communication and training plans.

9. Constraints

While the main focus will be for civilian HR staffing processes, a key participating partner will be the Canadian Armed Forces (CAF). Implementation of RPA at ADM(HR-Civ) should consider the scalability into the Military Personnel Command as well as other organizations within DND.

The Public Service Employment Act sets out the legislative requirements related to staffing. The solution will need to integrate: i) Government of Canada (GoC)/ standards; ii) Government of Canada accessibility standards; and iii) Official language standards.

The data sources are distributed across various GoC and/or DND/CAF systems including:

- Peoplesoft Human Resources Management System (HRMS) 8.9;
- Phoenix Compensation system 9.1;
- Sharepoint as the case management tool;
- Various forms and documents saved on GCDocs and/or shared drives.
- Various forms and documents from Central Agencies
- Guardian environment

The majority of the data will be considered private. Security of the data is a significant concern. As DND/CAF's Data Strategy looks to balance data access with data security, all RPA projects under this contract will need to adhere to the evolving policy landscape from the Data Strategy.

Data is mainly entered by HR practitioners but could also include managers throughout the organization. Data will require cleaning and scrubbing as there are known data quality issues.

Furthermore, DND/CAF are in the midst of upgrading its HR-to-Pay systems. This fact must be factored into the RPA implementation strategy in order to minimize future change costs.

A or the hosting platform must be approved by the CIO of DND/CAF through ADM(IM). The majority of the systems will be housed within the Defence Wide Area Network (DWAN) and GoC data centers.

The RPA software solution will need to connect into all the above systems for the first RPA implementation. Other system connections may be required in future sprints.

10. Review and Acceptance of Contractor Deliverables

All deliverables must be submitted to the Technical Authority for review and approval.

11. Meetings

The Contractor must participate in regularly scheduled meetings in person or via telecom. Project management methodology consistent with DND / ADM(HR-Civ) framework is required, including regular project updates.

12. Travel and Living

The Contractor may be required to travel outside of the NCR to complete the work, and must be pre-approved by the Technical Authority. Reimbursement of travel expenses will be in accordance to the National Joint Council Travel Directive.

Travel within the NCR will not be reimbursed.



13. Location of Work

The work will be performed at the Contractor's site. However, the Contractor will attend regular meetings at the DND Carling campus located at 60 Moodie Drive, Ottawa or at other DND locations within the National Capital Region (NCR).

14. Language of Work

All work and deliverables must be conducted and provided in English and French. The resources must be able to communicate orally and in writing without any assistance and with minimal errors.

15. Applicable References

HR technical environment DND term extension business process E-staffing Term extension process

ANNEX "B"

BASIS OF PAYMENT

During the period of the Contract, and if the option is exercised, during the extended period of the Contract, for work performed/deliverables provided in accordance with the Contract, the Contractor will be paid as specified below.

1.0 **Professional Services**

The Contractor will be paid all-inclusive fixed time rates as follows:

Category	Level of Expertise	All-Inclusive Fixed Daily Rate (<u>per Resource</u>)
Initial Contract Period: from	n date of contract to	30-Nov-2021 (estimated)
Project Management Consultant		\$(insert rate at contract award)
Business Consultant	Senior	\$(insert rate at contract award)
Business Consultant	Intermediate	\$(insert rate at contract award)
Business Consultant	Junior	\$(insert rate at contract award)
Technical Architect		\$(insert rate at contract award)
Extended Contract Period 7 2022 (estimated)	1 (If Option is Exer	cised): from 01-Dec-2021 to 30-Nov-
Project Management Consultant		\$(insert rate at contract award)
Business Consultant	Senior	\$(insert rate at contract award)
Business Consultant	Intermediate	\$(insert rate at contract award)
Business Consultant	Junior	\$(insert rate at contract award)
Technical Architect		\$(insert rate at contract award)
Extended Contract Period 2 2023 (estimated)	2 (If Option is Exer	cised): from 01-Dec-2022 to 30-Nov-
Project Management Consultant		\$(insert rate at contract award)
Business Consultant	Senior	\$(insert rate at contract award)
Business Consultant	Intermediate	\$(insert rate at contract award)
Business Consultant	Junior	\$(insert rate at contract award)
Technical Architect		\$(insert rate at contract award)

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked in accordance with the following formula:

(Hours worked × applicable firm all-inclusive per diem rate) ÷ 7.5 hours

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Total Estimated Cost of Professional Fees

Initial Contract Period: \$ (insert amount at contract award)	
Extended Contract Period 1 (If Option is Exercised): \$	(insert amount at contract award)
Extended Contract Period 2 (If Option is Exercised): \$	(insert amount at contract award)

2.0 Software, Maintenance and Support

The Contractor will be paid all-inclusive firm rates as follows:

Α	В	С	D	E
Description	Quantity of Licences Required (Estimated)	Unit of Issue	Firm Unit Price (Taxes Excluded)	Total All- Inclusive Firm Rate
				BxD
Initial Contract Period: from date of contract to	30-Nov-2021 (estin	mated)		
RPA Software licences		ea		\$(insert rate at contract award)
Annual Maintenance and support				\$(insert rate at contract award)
Extended Contract Period 1 (If Option is Exer	cised): from 01-D	ec-2021 to 30	D-Nov-2022 (es	timated)
RPA Software licenses				\$(insert rate at contract award)
Annual Maintenance and support				\$(insert rate at contract award)
Extended Contract Period 2 (If Option is Exer	cised): from 01-D	ec-2022 to 30	D-Nov-2023 (es	timated)
RPA Software licenses				\$(insert rate at contract award)
Annual Maintenance and support				\$(insert rate at contract award)

Total Estimated Cost of Software, Maintenance and Support

Initial Contract Period: \$_____ (insert amount at contract award) Extended Contract Period 1 (If Option is Exercised): \$_____ (insert amount at contract award) Extended Contract Period 2 (If Option is Exercised): \$_____ (insert amount at contract award)

3.0 Cost Reimbursable Expenses

3.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described in section 12 of the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside of a radius of 100 kilometers of the Contractor's place of business, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the <u>National Joint Council</u> <u>Travel Directive</u>; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.



All travel must have the prior authorization of the Technical Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses

Initial Contract Period: \$ (insert amount at contract aw	vard)
Extended Contract Period 1 (If Option is Exercised):	(insert amount at contract award)
Extended Contract Period 2 (If Option is Exercised):	(insert amount at contract award)

4.0 Total Estimated Cost

Initial Contract Period: \$	_ (insert amount at contract awar	d)
Extended Contract Period 1 (If Optio	on is Exercised): \$	(insert amount at contract award)
Extended Contract Period 2 (If Optio	on is Exercised): \$	(insert amount at contract award)



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

		COMMON-	PS-SRCLI #24	
	0		Contract Number / Numéro du cont	irat
Government of Canada	Gouvernen du Canada	2019-1	Security Classification / Classification de UNCLASSIFIED	sécunité
		SECURITY REQUIREMENTS CHECK	LIST (SRCL)	
	LISTE DE VÉR	RIFICATION DES EXIGENCES RELATIV	ES A LA SECURITE (LVERS)	of the local division of the local division of the
Ministère ou organisme gou	vernemental d'origination	IZALINFORMATION CONTRACTUELLE Izalion / gine NATIONAL DEFENCE	2 Branch or Directorate / Direction géné ADM (HACLU) ess of Subcontractor / Nom et adresse du s	rale ou Direction
a) Subcontract Number / Nu	mèro du contrat d	e sous-traitance 3. b) Name and Addre	ess of Subcontractor / Nom et adresse du s	ious-traitant
Brief Description of Work / B	Brève description of	du travail		
Robotic	Process	Automarian for Con	neristation and HR	
5. a) Will the supplier require a Le fournisseur aura-t-it ac	ccès à des marcha	andises contrôlées?		No Ves Non Oui
5. b) Will the supplier require a	ccess to unclassi	fied military technical data subject to the provis	ions of the Technical Data Control	✓ No Yes Non Oui
Constanting of the second	ccès à des donnée	es lechniques militaires non classifiées qui son		
5. Indicate the type of access	required / Ind que			
Le fournisseur ainsi que l (Specify the level of anne	les employés auro es using the chart	access to PROTECTED and or CLASSIFIED i int its accés à des renseignements ou à des bir in Question 7. c)	nformation or assets? ens PROTÉGÉS et/ou CLASSIFIÉS?	No Ves Non Oui
(Préciser le niveau d'acci 5. b) Will the supplier and its e PROTECTED and/or CU Le /ournisseur el ses em	ès en utilisant le la imployees (e.g. cli ASSIFIED informa ployés (p. ex. pet)	ableau qui se trouve a la quession r. c) eaners, maintenance personnel) require acces: ticn or assets is permitted oveurs, personnel d'entreten) auront-ils accès		No Yes Non Oui
à des renseinnements ou	a des biens PRC	TEGES et/ou CLASSIFIES n'est pas autonse		VI No Yes
 c) Is this a commercial cour S'aciluit d'un contrat de m 	ter or delivery requessagerie ou de l	uirement with no overnight storage? livraison commercia'e sans entreposage de nu	iit?	Non Oul
3 agree of an control of inform	mation that the sur	pplier will be required to access / Indiquer le typ	ce d'information auquel le fournisseur devra	a avoir accès
Canada	1/1	NATO/OTAN	Foreign / Étrange	r 🗍
7. b) Release restrictions / Re	Y j			
No release restrictions / He	sincouris relatives	AI NATO countries	No release restrictions	
Aucune restriction relative à la diffusion	1	Tous les pays de l'OTAN	Aucune restriction relative à la diffusion	
Not releasable				
À ne pas diffuser				
Restricted to. / Limité à :		Restricted to / Limité à	Restricted to: / Limité à	
Specify country(ies): / Précis	er le(s) pays	Specify country(ies) / Préciser le(s) par	ys Specify country(ies) / Préc	iser le(s) pays
7. c) Level of information / Niv	eau d'information			Name I.
PROTECTED A		NATO UNCLASSIFIED	PROTECTED A PROTÈGÉ A	
PROTÉGÉ A	<u> </u>	NATO NON CLASSIFIÉ	PROTECTED B	
PROTECTED B	1	NATO DIFFUSION RESTREINTE	PROTÉGÉ B	
PROTECTED C		NATO CONFIDENTIAL	PROTECTED C	
	1	NATO CONFIDENTIEL	PROTÉGÉ C	
PROTÉGÉ C		NATO SECRET	CONFIDENTIAL	
CONFIDENTIAL	1	NATO SECRET	CONFIDENTIEL	
CONFIDENTIEL	(manual)	COSMIC TOP SECRET	SECRET	
SECRET	1	COSMIC TRES SECRET	SECRET	
SECRET			TOP SECRET	
TOP SECRET			TRÊS SECRET	
TRES SECRET	-	1	TOP SECRET (SIGINT)	
TOP SECRET (SIGINT)			TRES SECRET (SIGINT)	
TRES SECRET (SIGINT)				· · · · · · · · · · · · · · · · · · ·
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Request for Information No. W6369-200130 Robotic Process Automation Solution DRAFT RFP

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	Contract Number / Numero du contrat
401	1- DOMHREN - OUY2
	Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suit	c)	Contraction of the second second second	AN AD
	ROTECTED and/or CLASSIFIED COMSEC information		No Yes
	renseignements ou à des biens COMSEC désignés PF	OTÉGÉS et/ou CLASSIFIÉS?	Non Qui
If Yes, indicate the level of sensitivity			
Dans l'affirmative, indiquer le niveau			
Will the supplier require access to ex	dremely sensitive INFOSEC information or assets?	Washington and a contract	/ No Yes
Le fournisseur aura-t-il accès à des r	renseignements ou à des biens INFOSEC de nature et	shëmement delicate?	Non Oui
Chart Tille(a) of each doi: 1 The station			
Short Title(s) of material / Titre(s) ab Document Number / Numero du doc			
		the second se	
	PARTIE B - PERSONNEL (FOURNISSEUR)	the second s	
ru, a) Personner security screaming levi	el required / Niveau de contrôle de la sécurité du perso	innel requis	
RELIABILITY STATUS	CONFIDENTIAL	ECRET TOPS	ECRET
COTE DE FIABILITÉ			SECRET
	hand a second a		SECRET
TOP SECRET-SIGINT		IATO SECRET COSM	IC TOP SECRET
L TRÉS SECRET - SIGI	NT NATO CONFIDENTIEL N	IATO SECRET COSM	IC TRES SECRET
SITE ACCESS			
ACCES AUX EMPLAC	EMENTS		
Special comments:			
Commentaires speciau	x :		
NOTE II multiple la cele	demonstrated and the second second		
	of screening are identified, a Security Classification Guid		
IO b) May unscreened personnel be us	urs niveaux de contrôle de sécurité sont requis, un gui	de de classification de la securité doit é	
			V No Yes
	écuritaire peut-il se voir confier des parties du travai?		Non Oui
If Yes, will unscreened personnel			No Yes
Dans l'alfirmative, le personnel e	n question sera-t-il escorte?		Non Oui
	/ PARTIE C - MESURES DE PROTECTION (FOURN	ISSEUR)	STATISTICS OF LUCK. DATE
INFORMATION / ASSETS / RENS	EIGNEMENTS / BIENS		
			to a construction of the second second
 a) Will the supplier be required to re 	ceive and store PROTECTED and/or CLASSIFIED in/	ormation or assets on its site or	No Yes
premises?			Non Oui
Le fournisseur sera-t-il tenu de re	cevoir et d'entreposer sur place des renseignements o	u des biens PROTÉGÉS et/ou	
CLASSIFIES?			
1. b) Will the supplier be required to sa	feguard COMSEC information or assets?		No Yes
Le fournisseur sera-t-il tenu de pr	olèger des renseignements ou des biens COMSEC?		V Non Oui
			terminal states terminal states
PRODUCTION			
			1
	ndior repair and/or modification) of PROTECTED and/or	CLASSIFIED material or equipment	No Yes
occur at the supplier's sile or premi		יישער אינט איז איי איירא אייר איז איירא אייר איירא איירא איי	Non Oui
Les installations du fournisseur sen	viront-elles à la production (l'abrication et/ou réparation et	Jou modification) de matériel PROTÉGÉ	hand hand
et/ou CLASSIFIÉ?			
INFORMATION TECHNOLOGY (IT) ME	DIA / SUPPORT RELATIF À LA TECHNOLOGIE D	E L'INFORMATION (TI)	
		served the electronic transformed and the con-	
a de same a			
1. d) Will the supplier be required to use	its IT systems to electronically process, produce or store	PROTECTED and/or CLASSIFIED	No y Yes
information or data?			Non U Oui
Le fournisseur serait il tenu d'utilise	r ses propres systèmes informatiques pour traiter, produi	ire ou stocker éléctroniquement des	
renseignements ou des données P	ROTEGES et/ou CLASSIFIES?		
1. e) Will there be an electronic link betw	een the supplier's IT systems and the government depart	ment or agency?	No Yes
Disposera-I-on d'un lien électroniqu	n entre le système informatique du fournisseur et celui d	u ministère ou de l'agence	Non Out
gouvemementale?			
TBS/SCT 350-103(2004/12)	Security Classification / Classification d	e sécurité	

UNCLASSIFIED



Request for Information No. W6369-200130 **Robotic Process Automation Solution DRAFT RFP**

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COMMON	F 3-3	RUL	#12.14

Contract Number / Numéro du contrat 2-019 - ADMARE U - JUT & Security Classification / Classification de sécurité UNCLASSIFIED

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

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du Canada

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTEC			ASSIFIED			NATO						COMSEC		
	A	в	c	CONFIDENTIAL	SECRET	TOP	NATO RESTRICTED	NATO CONFIDENTIAL	NATO	TOP SECRET		OTECT NOTEG		WFIDENTIAL	SECRET	SECRET
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		OSMIC THES SECRET	A	6	c co	INFIDENTICE.		TRES
nformation / Assets Renseignements / Birns	-		-		1						1					
Production	1	-	1		1	1						1				1
T Media / Support Ti	-	t	1		1			-			1			1 characteristics in cases		
T Link / ian électronique	-	1	1													
2. a) is the descrip La description If Yes, classif Dans l'affirma « Classification	du y th	trava ois fo	ail vis orm l assil	sé par la préso by annotating fier le présen	ante LVEF githe top t formula	RS est-ell and botto ire en inc	e de nature P om in the are diquant le ni	ROTEGEE et	ou CLAS	lassificat	ion". ntitul	ée		l	✓ Non	
 b) Will the docu La documenta 	tion	ntatio ass	on al oció	tached to this a à la présent	SRCL be LVERS	PROTEC sera-t-elle	CTED and/or PROTÉGÉI	CLASSIFIED E et/ou CLASS	? SIFIÉE?						✓ Non	
If Yes, classif attachments Dans l'affirma « Classificatio des pièces jo	(e.g	e, cl de si	CRE	T with Attack	hments). t formula	ire en inc	diquant le ni	veau de sécu	rité dans	s la case i	ntitul	lée				



Department of National Defence MInistère de la défense nationale

Request for Information No. W6369-200130 Robotic Process Automation Solution DRAFT RFP

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Government Gouvernement of Canada du Canada

COMMON-PS-SRC _4

Contract Number / Numero du contrat 3-50 2 m. HALOS - 0343-Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PAR 13 Organization Project Authority /					ways a common on the head approved standing prove
Name (print) - Nom (en lettres mou		Title - Titre		Signatu	
PHIL FURIAN Telephone No - Nº de téléphone	Facsimire No N° c	D C.H.I de télécopieur	E-mail address - Adress		P Fuelen
(e/3 - 50) - (, 313 14. Organization Security Authority	/ Responsable de la sé	écurilé de l'orea	PHILCIPE Furthe	Reparces go	inter .
Name (print) - Nom (en lettres mou		Title Titre		Signatur	
	Senior Security dl. 7019998-028 mail: sasa.mo (e.g. Security Guide, S es (p. ex. Guide de séc pprovisionnement	Analyst gtélécopieur diovic@fo	rces.gc.ca		
elephone No N° de léléphone	Facsimile No - N° d	e télécopieur	E-mail address - Adress	se courriel	Date
7 Contracting Security Authority / /	Autorité contractante et	n matière de sé	cunité		
lame (print) - Nom (en lettres mouli	èes)	Title - ⊺itre		Signature	e Digitally righted by Saurour Lacquer (DM 4 CR an CC your : MODE THESE, DM 4 CR an CC your : MODE THESE, DM 4 DIVIDED at 140 (16 a 5 bar DM 4 DIVIDED at 140 (16 a 5 bar
elephone No N. de téléphone	Facsimile No - N de	e télécopiaur	E-mail address - Adress	se courrel	Date
Telephone No N' de téléphone	Facsimile No - N de	e télécopiaur	E-mail address - Adress	se courrel	Date

Contract Security Officer

Contracts Security Division/Division des contrats sécunté /

Contract Security Program|Programme de sécurité des contrais /

Public Services and Procurement Canada) Services publics et Approvisionnement Canada

Jacques Saumur@tpsgc-pwgsc.gc.ca

Telephone | Téléphone 613-948-1732

Facsimile | Télécopleur 613-948-1712



ANNEX "D"

NON-DISCLOSURE AGREEMENT

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

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

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

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

Signature

Date (yy/mm/dd)



ATTACHMENT "3.1" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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)



ATTACHMENT "3.2" to PART 3 OF THE BID SOLICITATION

BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for	Name
evaluation purposes (e.g., clarifications)	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN)	
[see the Standard Instructions 2003]	
Jurisdiction of Contract: Province in Canada the	
bidder wishes to be the legal jurisdiction applicable to	
any resulting contract (if other than as specified in	
solicitation)	
Security Clearance Level of Bidder	
[include both the level and the date it was granted]	
 documents incorporated by reference into the bid so The bidder considers itself and its products able to bid solicitation; This bid is valid for the period requested in the bid All the information provided in the bid is complete, If the bidder is awarded a contract, it will accept all 	meet all the mandatory requirements described in the solicitation; true and accurate; and
contract clauses included in the bid solicitation. Signature of Authorized Representative of	
Bidder	

ATTACHMENT "4.1" to PART 4 OF THE BID SOLICITATION

BID EVALUATION CRITERIA

MANDATORY CRITERIA

Item	Mandatory Requirement	Compliant (Yes/No)
M1	Corporate Experience	
	The Bidder must clearly demonstrate its experience	
	implementing robotic process automation (RPA) solutions	
	in Human Resources (HR) environments through at least	
	two (2) contracts within the last 60 month, Both contracts	
	must have been with either a Government entity (federal,	
	provincial, state or municipal) or large* private corporation.	
	The Bidder must provide the following for each contract:	
	 Name of the client organization; 	
	• A brief description of the RPA implementation contract,	
	including scope, contract value, deliverables, objectives	
	to be achieved and the results/outcome of the contract	
	• Start and end date of the contract	
	• Client reference – provide employee name, title and	
	telephone number and/or email address of the client's	
	project and/or technical authority.	
	*Large private corporation is defined as having a	
	minimum of 10,000 employees	
M2	Project Leadership Team	
	The bidder must propose a team of 2 Senior Business	
	Consultants and demonstrate that both proposed resources have a minimum of ten (10) years' experience in the last	
	fifteen (15) years in the role of Senior Business Consultant	
	The proposed team must have a combined experience	
	working on:	
	• 3 projects completed in the area of Human Resources	
	Transformation,	
	 2 projects completed in the area of Robotic Process 	
	Automation, and	
	 3 projects completed in the area of Analytics. 	
	The Senior Business Consultants need to be employees of	
	the firm.	
	Software	
M3	The proposed solution must include both English and French user interfaces out of the box (i.e. with no additional	
	customization).	



M4	The solution must include all software components and licenses required to run a Robotic Process Automation (RPA) system.	
M5	The solution must provide a graphic user interface (GUI) adapter layer between the native GUI and the Robotic Process Automation so that their logic can function independently. The solution must NOT reference or be dependent on pixel location for Bot functionality	
M6	The solution must interact with data from at least MS Excel, MS Word, MS Outlook, GUI, text, and mainframe screens.	
M7	The solution must support the manipulation of mouse and keyboard actions in the automation processes.	
M8	The solution must be compatible with SAP, Microsoft Excel, MS Outlook, MS Exchange Server. The solution must support the Enterprise browser standard – Edge or Internet Explorer (version 11 or later) without degradation in functionality.	
M9	The solution must support multiple levels of support (online help, comprehensive user guide, extended support) to ensure the system can be supported without ongoing professional services from the vendor.	
M10	The proposed solution must not interfere with the operation of any Anti-Virus, Anti-Malware or Host Intrusion Detection systems on a host computer.	
M11	The solution must not store information gathered from an application longer than the duration of the robotic automated business process.	
M12	The solution must support the packaging of the scripts, configuration and fully support the development of the automation process in one environment and a seamless deployment to another environment.	



ATTACHMENT "4.2" to PART 4 OF THE BID SOLICITATION

BID EVALUATION CRITERIA

POINT RATED TECHNICAL CRITERIA

ltem	Rated Requirement	Points	Compliance
R1	 Firm RPA Maturity, Experience The Bidder should demonstrate its level of experience and maturity in developing and implementing Robotics Process Automation solutions at an enterprise level to a large organization* The projects must be different than those provided in M1. The Bidder must provide the following for each contract proposed: Name of the client organization; A brief description of the RPA implementation contract, including scope, contract value, deliverables, objectives to be achieved and the results/outcome of the contract Start and end date of the contract Client reference – provide employee name, title and telephone number and/or email address of the client's project and/or technical authority. *Large organization is defined as having a minimum of 10,000 employees 	Maximum 40 points Points will be awarded for an acceptable demonstration of the requested experience in the work areas, as follows: Number of RPA contract implementations 5 points per project to a maximum of 8 projects	
R2	The Bidder should demonstrate its experience developing and implementing a Robotics Process Automation solution in a Department of the Canadian Federal Government.	Maximum 20 points Demonstrated experience = 20 points No demonstrated experience = 0 points	
R3	Project Leadership Team – Knowledge of the environmentThe proposed team of 2 Senior Business Consultants should demonstrate their combined experience working on RPA projects. The projects must be different than those provided in M2.	Maximum 40 points5 points per project to a maximum of 5 projectsProjects that were delivered for the Canadian federal government will 10 points per project).	



	 The Bidder must provide the following for each projects: Name of the client organization; A brief description of the contract, including scope, contract value, deliverables, objectives to be achieved and the results/outcome of the contract Start and end date of the contract Client reference – provide employee name, title and telephone number and/or email address of the client's project and/or technical authority 		
R4	The proposed team of 2 Senior	Maximum 40 points	
	Business Consultants should demonstrate their combined experience		
	working on HR transformation projects.	5 points per project to a maximum of 4 projects	
	The projects must be different than those provided in M2.	maximum of 4 projects	
	 The Bidder must provide the following for each projects: Name of the client organization; A brief description of the contract, including scope, contract value, deliverables, objectives to be achieved and the results/outcome of the contract Start and end date of the contract Client reference – provide employee name, title and telephone number and/or email address of the client's project and/or technical authority. 	Projects that were delivered for the Canadian federal government will score 10 points per project	
R5	The proposed team of 2 Senior Business Consultants should demonstrate their combined experience working on analytics projects. The projects must be different than those provided in M2.	Maximum 40 points 5 points per project to a maximum of 4 projects	
	The Bidder must provide the following for each projects: • Name of the client organization;	Projects that were delivered for the Canadian federal	



 A brief description of the contract, including scope, contract value, deliverables, objectives to be achieved and the results/outcome of the contract Start and end date of the contract Client reference – provide employee name, title and telephone number and/or email address of the client's project and/or technical authority 	government will score 10 points per project.	
Total maximum 180 points		



ATTACHMENT "4.3" to PART 4 OF THE BID SOLICITATION

FINANCIAL PROPOSAL

PROFESSIONAL SERVICES

Category	Level of Expertise	All-Inclusive Fixed Daily Rate (<u>per Resource</u>)
Initial Contract Period: from date of	contract to 30-Nov-2	2021 (estimated)
Project Management Consultant		
Business Consultant	Senior	
Business Consultant	Intermediate	
Business Consultant	Junior	
Technical Architect		
Extended Contract Period 1 (If Opti- (estimated) Project Management Consultant		10111 01-Dec-2021 10 30-110V-2022
Business Consultant	Senior	
Business Consultant	Intermediate	
Business Consultant	Junior	
Technical Architect		
Extended Contract Period 2 (If Opti- (estimated)	on is Exercised): f	rom 01-Dec-2022 to 30-Nov-2023
Project Management Consultant		
Business Consultant	Senior	
Business Consultant	Intermediate	
Business Consultant	Junior	
Technical Architect		

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked in accordance with the following formula:

(Hours worked × applicable firm all-inclusive per diem rate) ÷ 7.5 hours

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



Software, Maintenance and Support

Α	В	С	D
Description	Unit	Price per Unit	Bid Price
			BXC
Initial Contract Period Year 1:	_		
RPA Software licences	Per two licenses		
Annual Maintenance and support	Yearly maintenance cost per 2 licenses		
Initial Contract Period Year 2:			
RPA Software licences	Per two licenses		
Annual Maintenance and support	Yearly maintenance cost per 2 licenses		
Option Period 1	•	•	·
RPA Software licenses	Per two licenses		
Annual Maintenance and support	Yearly maintenance cost per 2 licenses		
Option Period 2	·	•	
RPA Software licenses	Per two licenses		
Annual Maintenance and support	Yearly maintenance cost per 2 licenses		

¹ In order to provide for a common subscription and maintenance and support end date, where maintenance and support for perpetual licenses, and where subscriptions for additional licenses are acquired part way through the contract period, Canada will pay a pro- rated amount based on the prices set out in Table 2, divided by twelve (12) and multiplied by the number of months remaining to the common maintenance and support end date.

 2 In order to provide for the conversion of subscription licenses to perpetual licesnses prior to the end of a subscription period, the Contractor will credit to the conversion price a pro-rated amount based on the prices set out in table 1, divided by twelve (12) and multiplied by the number of months remaining to the common subscription end date.

Name of software	Version #

File No. - N° du dossier W6369-200170

ATTACHMENT "5.1" to PART 5 OF THE BID SOLICITATION

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 <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> 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 <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime 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 <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
- OR
- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) 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 Attachment 5.1 Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

File No. - N° du dossier W6369-200170

ATTACHMENT "5.2" to PART 5 OF THE BID SOLICITATION

JOINT VENTURE CERTIFICATION - Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

(a) The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.

(b) The name of the joint venture is: _____ (if applicable).

(c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):

(d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary): ______

(e) The effective date of formation of the joint venture is:

(f) Each member of the joint venture has appointed and granted full authority to

_____(the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to Contract award, including but not limited to Contract Amendments and Task Authorizations.

(g) The joint venture is in effect as of the date of bid submission. This Joint Venture Certification must be signed by each member of the joint venture.

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised. The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.

Signature of an authorized representative of each member of the joint venture

(the Bidder is to add signatory lines as necessary):

Signature of Duly Authorized Representative

Name of Individual (Please Print) Legal Name of Business Entity Date

Signature of Duly Authorized Representative

Name of Individual (Please Print) Legal Name of Business Entity Date

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

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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 compliance with the Resource Assessment Criteria.

Once the proposal has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor. 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.

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APPENDIX B TO ANNEX A - DND 626 TASK AUTHORIZATION FORM

National Defence	Défense nationale	TASK AUTHORIZATION AUTORISATION DES TÂCHES	
All in		Contract no. – N° du	contrat
		w the reference Contract and Task numbers. er les numéros du contrat et de la tâche.	che
mendment no. – N° d	e la modification	Increase/Decrease – Augmentation/Réduction Previous value – Valeur pré	cédente
o – À		TO THE CONTRACTOR	
BD		You are requested to supply the following services in accordance with the terms reference contract. Only services included in the contract shall be supplied aga Please advise the undersigned if the completion date cannot be met. Invoices/	inst this task.
		shall be prepared in accordance with the instructions set out in the contract.	Jogress claims
elivery location – Exp	édiez à	Á L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du cor ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à demande.	trat mentionné l'appui de cette
		Prière d'aviser le signataire si la livraison ne peut se faire dans les délais presci doivent être établies selon les instructions énoncées dans le contrat.	its. Les facture
elivery/Completion da	ate – Date de livraison/d'achèvement	Date for the Department of National Defen	
ontract item no.		pour le ministère de la Défense nation	ale
Nº d'article du contrat		Services	Cost Prix
		GST/HST	
		TPS/TVH	
		Total	
specified in the cor	ntract.	e Contract Authority signature is required when the total value of the DND 626 exceed	
	ment of Public Works and Government S des Travaux publics et services gouverr		
ID 626 (01-05)	and maran publics et services gouver	rementaux Design: Forms Mana Conception : Gestion	gement 993-4050 des formulaires 993-

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APPENDIX C TO ANNEX A

RESOURCE ASSESSMENT CRITERIA AND RESPONSE TABLE

Resource Minimum Qualifications – Business Consultant – Intermediate

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ1	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of experience in the last ten (10) years advising senior management (Director level or higher) on business process transformation projects.			
MQ2	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of experience in writing or reviewing business documents (e.g. briefing notes, presentations, reports, and assessments) for business process transformation projects.			
MQ3	The Contractor must demonstrate that the proposed resource has obtained, at a minimum, a Bachelor's degree from a recognized* Canadian university or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada, *The list of recognized Canadian academic credentials assessment service providers can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <u>http://www.cicic.ca/indexe.stm</u>			
MQ4	The Contractor must demonstrate that the proposed resource holds a valid security clearance at the security level specified on the draft Task Authorization at time of proposal.			

Resource Minimum Qualifications – Business Consultant - Junior

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ5	The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of experience in the last			

Criteria

MQ6

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NOT

MET

MET

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Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	
ten (10) years advising senior management (Director level or higher) on business processes on business process transformation projects.		
The Contractor must demonstrate that the proposed resource has a minimum of two (2) years of experience in writing or reviewing business documents for business process transformation projects. (e.g. briefing notes, presentations, reports, and assessments)		

	 (2) years of experience in writing or reviewing business documents for business process transformation projects. (e.g. briefing notes, presentations, reports, and assessments) 		
MQ7	The Contractor must demonstrate that the proposed resource has obtained, at a minimum, a Bachelor's degree from a recognized* Canadian university or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada*The list of recognized Canadian academic credentials assessment service providers can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <u>http://www.cicic.ca/indexe.stm</u>		
MQ8	The Contractor must demonstrate that the proposed resource holds a valid security clearance at the security level specified on the draft Task Authorization at time of proposal.		

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Resource Minimum Qualification – Project Manager

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ9	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of experience in the last ten (10) years advising senior management (Director level or higher) on project management in IM/IT or HR business transformation.			
MQ10	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of experience writing or reviewing project documentation (e.g. charters, project plans, business case, briefing notes, presentations, risk analysis reports) in IM/IT or HR business transformation			
MQ11	The Contractor must demonstrate that the proposed resource has obtained, at a minimum, a Bachelor's degree from a recognized* Canadian university or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada. *The list of recognized Canadian academic credentials assessment service providers can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: http://www.cicic.ca/indexe.stm.			
MQ12	The Contractor must demonstrate that the proposed resource holds a valid security clearance at the security level specified on the draft Task Authorization at time of proposal.			

Resource Minimum Qualification - Technical Architect

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ13	The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years' experience developing technical architectures, frameworks and strategies for a PeopleSoft Human Capital Management (HCM)			

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Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
	environment version 8.9 (or greater), either for an organization or for a major application area, to meet the business and application requirements.			
MQ14	The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years of' experience analyzing and evaluating alternative technology solutions to support transformation and change management activities.			
MQ15	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years' experience in the implementation of RPA (Robotic Process Automation solutions, preferably in the HR domain).			
MQ16	The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years of experience providing advice and guidance to clients regarding the "as-is" and "to- be" states of their HR Management System.			

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APPENDIX D TO ANNEX A

CERTIFICATION 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.

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Print name of authorized individual & sign above Date

4. CERTIFICATION OF LANGUAGE - English

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.

Print name of authorized individual & sign above Date

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APPENDIX E TO ANNEX A

HR TECHNICAL ENVIRONMENT

(to be provided at RFP stage)

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APPENDIX F TO ANNEX A

DND TERM EXTENSION BUSINESS PROCESS

(to be provided at RFP stage)

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APPENDIX G TO ANNEX A

E-STAFFING TERM EXTENSION PROCESS

(to be provided at RFP stage)