



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS**

À:

Innovation, Science and Economic Development
Canada
Contracts & Materiel Management
235 Queen Street
Bid Receiving Area
Mail Scanning, Room S-143, Level S1
Ottawa, ON K1A 0H5
Attention: Nicole Filion

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal to: Innovation, Science and
Economic Development Canada**

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

**Proposition à : Innovation, Sciences et
Développement économique Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées

Instructions : See Herein

ou incluses par référence dans la présente
et aux annexes ci-jointes, les biens, services et
construction énumérés ici sur toute feuille ci-annexée
au(x) prix indiqué(s).

Instructions: Voir aux présentes

Comments – Commentaires

**This document contains a
Security Requirement - Ce document
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Issuing Office - Bureau de distribution

Innovation, Science and Economic
Development Canada / Innovation,
Sciences et Développement économique
Canada
Contracts & Materiel Management /
Contrats et gestion du matériel
235 rue Queen Street
Ottawa, Ontario, K1A 0H5

**There are NO contractors performing
services described in this RFP**

Title - Sujet Data Conversion Specialists	
Solicitation No. - N° de l'invitation ISED194425	Date December 18, 2019
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on – le January 17, 2020	Time Zone Fuseau horaire Eastern Standard Time (EST)
F.O.B. - F.A.B. Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Inquiries to : Adresser toutes questions à : Nicole Filion Nicole.filion@canada.ca	
Telephone No. - N° de téléphone 613-948-7178	
Destination – of Goods, Services, and Construction: Destination - des biens, services et construction : See Herein Précisé dans les présentes	

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



TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF

**DATA CONVERSION SPECIALIST
SERVICES**

FOR

THE OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY

ISED194425

This RFP is issued against the Task-based informatics professional services (TBIPS) Supply Arrangement, Tier 1, PWGSC File No. **EN578-170432**. All terms and conditions of the referenced Supply Arrangement apply and must be incorporated into any resulting contract.



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PART 1 – GENERAL INFORMATION

1. INTRODUCTION

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

The appendices include the Statement of Work, the Terms of Payment, the Bid Evaluation Criteria, the Bid Submission Form, and any other appendices and attachments.

2. SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of the Office of the Superintendent of Bankruptcy from Innovation, Sciences and Economic Development Canada (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one contract for one (1) year.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders](http://ssi-iss.tpsgc-pwgsc.gc.ca)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

3. LIST OF SUPPLIERS

Only suppliers listed on Attachment 2 to Part 1 of the solicitation can submit a proposal. (Suppliers listed in Attachment 2 to Part 1 of this notice should hereby consider themselves invited to bid (there is **no**



requirement for the suppliers listed in Attachment 2 to Part 1 to further request to be added to the invited bidders list).

4. DEBRIEFINGS

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



ATTACHMENT 1 TO PART 1, LIST OF SUPPLIERS

Only selected TBIPS SA Holders currently holding a TBIPS SA under the EN578-170432 series of SAs are invited to compete.

To facilitate the process, Innovation, Science and Economic Development Canada has chosen to attach a copy of the RFP to allow those suppliers who were not formally invited to bid on this requirement to submit a proposal should they wish to do so. Only suppliers listed on Attachment 2 to Part 1 of the solicitation of this notice can submit a proposal. *(Suppliers listed in Attachment 2 to Part 1 of this notice should hereby consider themselves invited to bid (there is **no requirement** for the suppliers listed in Attachment 2 to Part 1 to further request to be added to the invited bidders list).*

SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.

The Resource Categories described below are required on an as and when requested basis in accordance the TBIPS Categories of Personnel Descriptions (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

Resource Category	Level of Expertise	Estimated Number of Resources Required
Data Conversion Specialist	3	2

The following SA Holders have been initially invited to bid on this requirement:

1. 2iSolutions Inc.
2. Axio Solutions Inc.
3. Beyond Technologies Consulting Inc.
4. Calian Ltd.
5. eVision Inc., SoftSim Technologies Inc. in Joint Venture
6. Focus Systems Inc.
7. I4C Information Technology Consulting Inc
8. InfoMagnetics Technologies Corporation
9. InSync Systems Inc.
10. Metaflow Inc.
11. Nortak Software Ltd.
12. Oproma Inc.
13. Prologic Systems Ltd.
14. Systemscope Inc.
15. TechWind Inc



PART 2 – BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2019-03-04), Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

2. SUBMISSION OF BIDS

Bids must be submitted only to ISED's Bid Receiving Area by the date, time and place indicated on page 1 of the bid solicitation. Bidders are hereby advised that the Bid Receiving Area of ISED is open Monday to Friday inclusive, between the hours of 7:30 am and 4:30 pm, excluding Statutory Holidays.

ELECTRONIC BIDS WILL NOT BE ACCEPTED. Due to the nature of this bid solicitation, bids transmitted by facsimile or electronic mail to ISED will not be accepted.

Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. In the event of a bid submitted by a contractual joint venture, the bid shall either be signed by all parties of the joint venture or a statement shall be provided to the effect that the signatory has the authority to bind all parties of the joint venture.

3. ENQUIRIES – BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. FORMER PUBLIC SERVANT

a. Information Required

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

b. Definitions



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

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

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

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

c. Former Public Servant in Receipt of a Pension

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

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

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

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

d. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



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

5. APPLICABLE LAWS

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

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

6. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

7. BASIS FOR CANADA'S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP)

The intellectual property resulting from the work should remain with the Contractor.

PART 3 – BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- i. Section I: Technical Bid (4 hard copies);
- ii. Section II: Financial Bid (2 hard copies);
- iii. Section III: Certifications not included in the Technical Bid (2 hard copies);
- iv. 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.

b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.



- c. **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the Policy on Green Procurement. (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>)
- d. To assist Canada in reaching its objectives, bidders are encouraged to:
- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - ii. 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.
- e. **Submission of Only One Bid:**
- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
 - ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
 - iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.
- f. **Joint Venture Experience:**
- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
 - ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.



- iii. Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- iv. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.
Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
 - Contracts all signed by A;
 - Contracts all signed by B; or
 - Contracts all signed by A and B in joint venture, or
 - Contracts signed by A and contracts signed by A and B in joint venture, or
 - Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.
- v. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

2. SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment 2 to Part 3 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder’s Procurement Business Number, the Bidder’s status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:
SECURITY INFORMATION:
Name of individual as it appears on security clearance application form: _____
Level of security clearance obtained: _____
Validity period of security clearance obtained: _____
Security Screening Certificate and Briefing Form file number: _____



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

- iii. **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment 1 to Part 4, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 1 to Part 4, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Appendix A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.
- v. **For Proposed Resources:** The technical bid must include the number of résumés, per Resource Category, as identified in Appendix A. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
 - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).



- C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
 - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
 - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- vi. **Customer Reference Contact Information:**
- A. In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by Canada, the information required by the facts identified in the Bidder's bid, as required by Attachment 1 to Part 4.
 - B. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.
- vii. **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.



3. SECTION II: FINANCIAL BID

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

4. SECTION III: CERTIFICATIONS

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

5. SECTION IV: ADDITIONAL INFORMATION

- a. **Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures**
As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) 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

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposal individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements. Bidders are requested to indicate this information on their Bid Submission Form.



ATTACHMENT 1 to PART 3, PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates included in this pricing schedule includes the total estimated cost of any travel and living expenses that may need to be incurred inside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>).

Under any resulting contract, 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.

	Stream and Category	Name of Proposed Resource(s)	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total (CAD)
			A	B	C = A x B
1	Initial Contract Period – Date of Contract Award – November 30, 2020				
1a	I.1. Data Conversion Specialist, Level 3			50	
1b	I.1. Data Conversion Specialist, Level 3			50	
TOTAL PERIOD 1:					
2	Total Evaluated Price (Applicable Taxes excluded):				\$ _____
3	Applicable Taxes			GST: HST: PST:	



ATTACHMENT 2 TO PART 3 - BID SUBMISSION FORM

Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3 for instructions.	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____ Country: CANADA	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder		



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

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

2. TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria:**

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

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



- ii. If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

3. FINANCIAL EVALUATION

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Estimated Cost using the Pricing Tables completed by the bidders. The Bidder must provide ONE firm, all inclusive, per diem rates for the Category of Personnel being proposed in accordance with the bid solicitation.

The financial bid must be submitted as a separate package to the technical bid.

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

Bidders must submit their price(s) and/or rate(s), FOB destination; Canadian customs duties and excise taxes included, as applicable.

When the Bidder is required to bid a firm price for the work or any portion of the work, bidders must provide in their financial bid a price breakdown for the firm price quoted.

Any applicable taxes are to be shown separately.

When preparing their financial bid, bidders must review the Terms of Payment in Appendix B.

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 70% overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



ATTACHMENT 1 TO PART 4, BID EVALUATION CRITERIA

1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)		
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its subcontractors, affiliates and suppliers will be considered.		
Number	Mandatory Technical Criterion Data Conversion specialist - Level 3	Bid Preparation Instructions
MT1.1	<p>The Bidder must demonstrate in their proposal that each of the proposed resources possess the qualifications specified in the TBIPS SA by providing a detailed résumé stating the proposed individual's work experience and other relevant details, which clearly indicate that the individual meets the minimum years of related experience as outlined in the TBIPS Stream 3 – Information Management/Information Technology Service – resource category description for Data Conversion Specialist – Level 3.</p> <p>The proposed resource(s) must have a minimum of ten (10) years professional work experience working as a data conversion specialist.</p> <p>Provide examples of projects for which the proposed resource has professional work experience working as a data conversion specialist.</p>	
MT1.2	<p>The Bidder must demonstrate in their proposal that the proposed resource has a minimum of ten (10) years professional work experience in data conversion using an automated tool.</p> <p>Provide examples of projects for which the proposed resource has professional work experience leading data conversion using an automated tool. To provide context, bidders must include a description of the automated process/tool.</p>	
MT1.3	<p>The Bidder must demonstrate in their proposal that the proposed resource can conduct analysis of data in both official languages.</p>	



2. Point Rated Technical Criteria

Proposals having successfully met ALL of the mandatory criteria will be evaluated against each of the following point-rated criteria.

2.1 Summary of Point Rated Criteria

ITEM	TITLE	MAX POINTS	MIN POINTS	POINTS ACHIEVED
	Data Conversion Specialist - Level 3 (Resource #1)			
RT1	data conversion using an automated tool/process	10	6	
RT2	data migration	10	2	
RT3	analysis and conversion of PDF documents	10	2	
RT4	analysis, clean up and organization of digital content	10	2	
RT5	identifying and applying metadata information	10	2	
RT6	migration of data from external hardware devices	10	2	
	Data Conversion Specialist - Level 3 (Resource #2)			
RT1	data conversion using an automated tool/process	10	6	
RT2	data migration	10	2	
RT3	analysis and conversion of PDF documents	10	2	
RT4	analysis, clean up and organization of digital content	10	2	
RT5	identifying and applying metadata information	10	2	
RT6	migration of data from external hardware devices	10	2	
	Total:	120	32	



Bidders must achieve or exceed a minimum technical score in each of the Point-Rated Requirements established for evaluation of the technical proposal. Only those proposals receiving a minimum noted score in each of the Point-Rated Requirements will be considered further. Compliant proposals, being those meeting ALL Mandatory Requirements AND achieving the minimum technical scores for the Point-Rated Requirements, will be evaluated on the basis of the Bidder's Cost/price proposal.

Ref #	Point Rated Technical Requirement (RT) Business Transformation Architect - Level 3	Max Points	Min Points	Page #
RT1	<p>The Bidder should demonstrate for each proposed resource their professional work experience overseeing data conversion using an automated tool/process for a project involving federal/provincial/territorial governments.</p> <p>>15 years = 10 points >12 years = 8 points >10 years = 6 points</p> <p>Provide examples of projects for which the proposed resource(s) has professional work experience leading data conversion using an automated process or tool for a project involving federal/provincial/territorial governments. To provide context, the bidders should provide a description of the projects.</p>	10	6	
RT2	<p>The Bidder should demonstrate for each proposed resource their professional work experience guiding federal/provincial/territorial governments through data migration from a Shared Drive repository to GCDocs.</p> <p>>5 years = 10 points >3 years = 8 points >1 year = 6 points <1 year = 2 points</p> <p>Provide examples of projects for which the proposed resource(s) has professional work experience federal/provincial/territorial governments through data migration from a Shared Drive repository to GCDocs. To provide context, the bidders should provide a description of the projects.</p>	10	2	



<p>RT3</p>	<p>The Bidder should demonstrate for each proposed resource their professional work experience with the analysis and conversion of PDF documents, particularly with OCR PDFs.</p> <p>>5 years = 10 points >3 years = 8 points >1 year = 6 points <1 year = 2 points</p> <p>The Bidder should provide examples for each proposed resource of projects for which the proposed resource has professional work experience with the analysis and conversion of PDF documents, particularly with OCR PDFs. To provide context, the Bidder should include a description of the projects.</p>	<p>10</p>	<p>2</p>	
<p>RT4</p>	<p>The Bidder should demonstrate for each proposed resource their professional work experience with analysis, clean up and organization of digital content including removal of redundant, outdated, or trivial content, and classification of content, validating an existing file plan.</p> <p>>5 years = 10 points >3 years = 8 points >1 year = 6 points <1 year = 2 points</p> <p>The Bidder should provide examples for each proposed resource of projects for which the proposed resource has professional work experience analysis, clean up and organization of digital content including removal of redundant, outdated, or trivial content, and classification of content, validating an existing file plan. To provide context, the Bidder should include a description of the projects.</p>	<p>10</p>	<p>2</p>	
<p>RT5</p>	<p>The Bidder should demonstrate for each proposed resource their professional work experience with identifying and applying metadata information to documents within an Electronic Document and Records Management System (EDRMS).</p> <p>>5 years = 10 points >3 years = 8 points >1 year = 6 points <1 year = 2 points</p> <p>The Bidder should provide examples for the proposed resource of projects for which the proposed resource has professional work with identifying and applying metadata information to documents within an EDRMS. To provide context, the Bidder should include a description of the projects.</p>	<p>10</p>	<p>2</p>	



RT6	<p>The Bidder should demonstrate for each proposed resource their professional work experience with analysis and migration of data from external hardware devices (USB keys, Iron Keys).</p> <p>>5 years = 10 points >3 years = 8 points >1 year = 6 points <1 year = 2 points</p> <p>The Bidder should provide examples for the proposed resource of projects for which the proposed resource has professional work experience with analysis and migration of data from external hardware devices (USB keys, Iron Keys). To provide context, the Bidder should include a description of the projects.</p>	10	2	
Total		60	16	
Minimum pass mark			40	

PART 5 – CERTIFICATIONS

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

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

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

1. CERTIFICATIONS REQUIRED WITH BID

Bidders must submit the following duly completed certification(s) as part of their bid.

a. Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf>), to be given further consideration in the procurement process.

2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION



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

a. Federal Contractors Program for Employment Equity - Bid Certification

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

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page).

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

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

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

3. ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

a. Professional Services Resources

- i. By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
 - A. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
 - B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.
- ii. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



- iii. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada’s knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
 - A. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - B. the name, qualifications and experience of a proposed replacement immediately available for work; and
 - C. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

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

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

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

b. Certification of Language – English and French

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

c. Submission of Only One Bid

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

Date: _____

Signature: _____

Title: _____
(Title of duly authorized representative of business)

Name of Business: _____



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. SECURITY REQUIREMENT

- a. At the date of bid closing, the following conditions must be met:
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
 - iv. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses;
 - v. the bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 – Section IV Additional Information.
- b. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

2. FINANCIAL CAPABILITY

- a. SACC Manual clause A9033T (2012-07-26), Financial Capability applies except that subsection 3 is deleted and replaced with the following :

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



PART 7 – RESULTING CONTRACT CLAUSES

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

1. REQUIREMENT

- a. [] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- b. **Client:** Under the Contract, the "**Client**" is Innovation, Science and Economic Development Canada (ISED).
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

2. STANDARD CLAUSES AND CONDITIONS

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

a. **General Conditions:**

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

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or



- b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

b. Supplemental General Conditions:

The following Supplemental General Conditions:

- i. 4002 (2010-08-16), Supplemental General Conditions – Software Development or Modification Services;
- ii. 4006 ((2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information

3. SECURITY REQUIREMENT

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)

The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid Reliability Status, granted or approved by CISD/PWGSC

The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction

Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC

The Contractor/Offeror must comply with the provisions of the:

- Security Requirements Check List and security guide (if applicable), attached at Annex "C"
- Industrial Security Manual (Latest Edition)



4. CONTRACT PERIOD

- a. **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
- i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends [*Dates to be provided at time of Contract award*]; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract:**
- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract with the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

5. AUTHORITIES

a. **Contracting Authority**

The Contracting Authority for the Contract is:

Name : Nicole Filion

Title : Contracts and Procurement Advisor

Organization : Corporate Finance Systems and Procurement Branch

Address : 235 Queen Street, Ottawa, ON

Telephone : 613-948-7178

E-mail address : nicole.filion@canada.ca

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

b. **Technical Authority** [*To be provided at time of Contract award*]

The Technical Authority for the Contract is:

Name :

Title :

Organization :

Address :

Telephone :

Facsimile :

E-mail address :



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

c. **Contractor's Representative** *[To be provided at time of Contract award]*

Name:
Title:
Telephone:
E-mail address:

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

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

7. PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the terms of payment, in Appendix B. Customs duties are included 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.

8. CERTIFICATIONS

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

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

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



10. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province *[To be provided at time of Contract award]*.

11. PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order:
 - i. 4002 (2010-08-16), Supplemental General Conditions – Software Development or Modification Services;
 - ii. 4006 ((2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2018-06-21), General Conditions – Higher Complexity – Services;
- d. Appendix A, Statement of Work;
- e. Appendix B, Terms of Payment;
- f. Appendix C, Security Requirements Check List;
- g. the Contractor's bid dated *[To be provided at time of Contract award]*.

12. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

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

12. FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

13. INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. 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.
2. 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.



3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

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 Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.



C. Errors and Omissions Liability Insurance

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 Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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

14. LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability:**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and



- B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

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

c. Third Party Claims:

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

15. JOINT VENTURE

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- iii. all payments made by Canada to the representative member will act as a release by all the members.



- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

16. PROFESSIONAL SERVICES – GENERAL

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

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.
The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).



3. Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

17. SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

18. REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

19. ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

20. GOVERNMENT PROPERTY

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

21. TRANSITION SERVICES AT END OF CONTRACT PERIOD

(a) The Contractor agrees that, in the 90 calendar day period leading up to the end of the Contract Period, if required to do so by Canada, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier - the transition out.



(b) The Contractor will cooperate with the Technical Authority and with any subsequent supplier to ensure where required a seamless transition and a continuance of service in accordance with the Contract.



APPENDIX A – STATEMENT OF WORK

1. Project Title

Digital Content Initiatives

2. Background

When the Office of the Superintendent of Bankruptcy (OSB) transitioned from Shared Drives to GCDocs in 2017, a partial migration of data was completed, while several Shared Drives remained active. This has resulted in duplicate copies being stored in both locations, some documents not moved to GCDocs that should have been, migration of outdated or trivial information that is not being used, and incorrect classification being sometimes applied, both to new and migrated documents. Additionally, during the E-Mail Transformation Initiative, employees were encouraged to move all relevant emails from their PST files into their Inbox, but this was not done on a consistent basis, and the ability to create PST files has remained active.

3. Objective and Scope of work

The OSB would like to better manage their digital content by moving as many of our documents and emails as possible into GCDocs, and cleaning up redundant and outdated content. This would begin with an analysis of the digital content stored in GCDocs, the various Shared drives, and any PST files, looking at things such as document type, the last modified date, and the function and/or business group responsible for the content. Any documents already migrated to GCDocs, as well as those in in any repository which have exceeded their retention period would be identified for disposition approval; and any documents still being held only in the Shared Drives should be evaluated for migration into GCDocs.

To improve searching capability, the OSB would also like to improve the metadata associated to the documents in GCDocs by developing and applying a set of business rules. In addition, the OSB has a number of PDF documents containing multiple forms and documentation from estate proceedings in a single document. In order to apply life cycle management and to be able to search for the documents when required, the OSB would like to separate these into individual OCR PDF documents with appropriate titles.

There are also a number of estate files only currently available on USB devices which analysts must search through when seeking information about a particular estate. This renders the information difficult to find, and even more difficult to share with employees across the country. An analysis of this data must be conducted in order to explore possible solutions and identify the best option. Finally, as many of the rules used to clean up the paper and microfiche estate files can also be applied to the digital estate files in the systems of record (e-Filing, Impact), the OSB would also like to scope out the work involved in applying the same rules to those systems.

4. Tasks and Deliverables

Key tasks, activities and deliverables include, but are not limited to the following:

- **Deliverable 1:** Shared Drive, GCDocs, and e-mail Assessment and Transformation
 - Digital content assessment (estimated timeframe : 2-4 weeks)
 - Create catalogue of content and metadata
 - Analyze the data, identify duplicate, outdated, or transitory documents
 - Digital content transformation and migration (estimated timeframe : 4-6 months)
 - Initial ROT/duplicate removal
 - Validate GCDocs file plan
 - Design/refine business rules for identifying ROT, the enrichment of metadata, and the categorization/classification of data to be migrated



- **Deliverable 2:** PDF Analysis and Transformation. Small groups have attempted digitization of paper estate files by scanning the contents into a single PDF document stored in our operational systems of record (e-Filing). As this method is not conducive to searching or applying life cycle management to the data contained in these files, a transformation of these files into distinct, searchable documents is required.

- Sample PDF analysis (estimated timeframe: 4-6 weeks)
 - Create a sample catalogue of PDF documents
 - OCR the documents contained in the sample catalogue
 - Search for patterns or elements that can be used to identify the beginning/end of individual documents
 - Verify the results
 - PDF segregation transformation (estimated timeframe: 4-6 weeks)
 - Provided a successful outcome in identifying patterns or elements indicating a unique document, apply the rules required to extract individual documents from the composite PDF.

- **Deliverable 3:** USB Devices Catalogue and Assessment

- USB device content assessment (estimated timeframe: 2-4 weeks)
 - Create catalogue of content and metadata
 - Analyze the data, identify duplicate, outdated, or transitory documents
- Produce and provide recommendations for the next steps (estimated timeframe: 2-4 weeks)
 - The goal is to improve the usability and accessibility of the data stored on the USB devices. If the data is not complete enough to be imported into our operational systems of record (Impact, e-Filing), alternate solutions will be required.

- **Deliverable 4:** Progress reports, as and when required:
 - Deliver progress reports on all deliverables as and when required.

- **Deliverable 5:** Reporting and Knowledge Transfer
 - Develop a knowledge transfer plan so continuous analysis, migration, and monitoring of overall progress can be continued by the OSB.

5. Constraints

The resources must work within constraints imposed by the department such as government policies and mandatory procedures, current and proposed related activities, security, sensitivity to other interests, protection of the environment, conservation of resources and other relevant restrictions and work space as required.

6. Work location

The work will be completed on site at 235 Queen Street, Ottawa, Ontario.

7. Client support

The OSB will provide access to the repositories affected by the project including the Network Drives and GcDocs.

8. Management of the project

The project will be managed by the Office of the Superintendent of Bankruptcy (OSB).

9. Official Languages

Analysis of document in both official languages will be required. All the deliverables including progress reports will be provided in English.



10. Travel

There are no travel associated with this contract. Any travel, accommodation, and incidental expenses related to the conduct of the Work are the sole responsibility of the Contractor. No travel, accommodation, or incidental expenses will be reimbursed under the resulting Contract.

11. Security

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
- The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid Reliability Status, granted or approved by CISD/PWGSC
- The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 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)

12. Intellectual property

The Intellectual property resulting from the work shall remain with the Contractor.



APPENDIX B - TERMS OF PAYMENT

1. Basis of Payment

Her Majesty the Queen in Right of Canada agrees to pay the Contractor a sum not to exceed \$*[To be provided at time of Contract award]*, plus applicable taxes, for the work performed as described in the attached Statement of Work (Appendix C).

1.1 Pre-Authorized Travel and Living Expenses:

There are no travel associated with this contract. Any travel, accommodation, and incidental expenses related to the conduct of the Work are the sole responsibility of the Contractor. No travel, accommodation, or incidental expenses will be reimbursed under the resulting Contract

1.1.1 Competitive Award

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

1.1.2 Professional Services Rates

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

1.1.3 Purpose of Estimates

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

1.2 Professional Services *[To be provided at time of Contract award]*

1.2.1 Initial Contract Period

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below. The Contractor will be paid all inclusive fixed time rates as follows:

a. Category and level of personnel: Data Conversion Specialist, Level 3

Name of Proposed Resources:

All-inclusive Per Diem Rate: \$

b. Category and level of personnel: Data Conversion Specialist, Level 3

Name of Proposed Resource:

All-inclusive Per Diem Rate: \$

Total Estimated Cost - Contract Period (excluding applicable taxes): \$

Applicable taxes: \$



2. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and applicable taxes are extra.

No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- a. It is 75 percent committed, or
- b. 4 months before the Contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

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.

4. Time Verification

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

5. Invoicing instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Terms of Payment provision.
- c. By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- e. The Contractor must provide the original and two copies of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.



APPENDIX C - SECURITY REQUIREMENTS CHECK LIST



Government of Canada /
Gouvernement du Canada

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

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

PART 1 - CONTRACT INFORMATION / PARTIE 1 - INFORMATION CONTRACTUELLE		
1 Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine ISED	2 Branch or Directorate / Direction générale ou Direction OSB	
3 a) Subcontract Number / Numéro du contrat de sous-traitance TSD	3 b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TSD	
4 Brief Description of Work / Brève description du travail Analysis of Shared drive, GCDocs, and other data (email, hard drives, etc) and Migration/solutions.		
5 a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6 Indicate the type of access required / Indiquer le type d'accès requis		
6 a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7 c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7 c)		
6 b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
6 c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
7 a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7 b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays
7 c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (S/GINT) / TRÈS SECRET (S/GINT) <input type="checkbox"/>		TOP SECRET (S/GINT) / TRÈS SECRET (S/GINT) <input type="checkbox"/>

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Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
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PART A (continued) / PARTIE A (suite)

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

9 Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
 Short Title(s) of material / Titre(s) abrégé(s) du matériel
 Document Number / Numéro du document No / Non Yes / Oui

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

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

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

Special comments / Commentaires spéciaux _____

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

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

PART C: SAFEGUARDS (SUPPLIER) / PARTIE C: SAUVEGARDES (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

PART C (continued) / PARTIE C (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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