



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
11 Laurier St.\11, rue Laurier  
Gatineau  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> HR-to-Pay Env Innovation Challenges	
<b>Solicitation No. - N° de l'invitation</b> EN920-190988/L	<b>Date</b> 2019-12-19
<b>Client Reference No. - N° de référence du client</b> 20190988	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XE-681-37182	
<b>File No. - N° de dossier</b> 681xe.EN920-190988	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-01-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ouellette, Kristen	<b>Buyer Id - Id de l'acheteur</b> 681xe
<b>Telephone No. - N° de téléphone</b> (613) 402-8745 ( )	<b>FAX No. - N° de FAX</b> (819) 956-2675
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Business Transformation and Systems Integration  
Service/Division de transformation des opérations et  
d'intégrat  
Special Procurement Initiative Dir  
Dir. des initiatives spéciales  
d'approvisionnement  
Terrasses de la Chaudière 4th Floo  
10 Wellington Street  
Gatineau  
Québec

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

REQUEST FOR PROPOSAL (RFP)

EN920-190988/L

STREAM 7 -

ACCELERATOR SERVICES

for

Phoenix Pay Stabilization Challenge

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / CE DOCUMENT CONTIENT DES  
EXIGENCES RELATIVES À LA SÉCURITÉ**

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**Bidder Forms Included in this RFP:**

- Form 1 - OEM Certification Form
- Form 2 - Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form
- Form 4 - Declaration Form
- Form 5 - List of Names Form

Solicitation No. - N° de l'offre  
EN920-190988/L  
N° de réf. du client - Client Ref. No.  
EN920-190988

N° de la modif - Amd. No.  
File No. - N° du dossier  
681xe. EN920-190988/L

Id de l'acheteur - Buyer ID  
681xe  
N° CCC / CCC No./ N° VME - FMS

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

Annex A Statement of Work  
Appendix A to Annex A – Task Authorization Form  
Appendix B to Annex A – Certifications at the TA Stage  
Annex B Basis of Payment  
Annex C Security Requirements Check List

**List of Attachments to the RFP:**

Attachment 1 Technical Evaluation Criteria  
Attachment 2 Financial Evaluation Criteria  
Attachment 3 Bid Response Form

## REQUEST FOR PROPOSAL

### STREAM 7 – ACCELERATOR SERVICES

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

#### PART 1 - GENERAL INFORMATION

##### 1.1 Introduction

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

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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.

##### 1.2 Summary

- (a) This RFP is being issued to firms who qualified by submitting a response to the Invitation to Qualify (ITQ) **EN920-190988/K**, under Stream 7 - Accelerator Services. Only those firms who were deemed Qualified Respondents under the corresponding stream as a result of the ITQ process, will be eligible to submit a bid and participate in this RFP. This RFP is not open to bidders, other than those who were deemed compliant, Qualified Bidders, under the ITQ process.
- (b) This bid solicitation is being issued to satisfy the requirement of Public Works and Government Services Canada (PWGSC) (the "**Client**") for Accelerator Services. PWGSC is looking to achieve an acceleration of Pay Centre processes, including the development of standardized approaches to pay transaction processes that could also be widely adopted and that result in the improvement of pay processing efficiency. PWGSC requires the services of a Contractor to develop and deploy tools, processes, and procedures to accelerate and standardize pay processes, in order to improve process efficiency by at least 30%.
- (c) It is intended to result in the award of a minimum of one Task Authorization-based contract, for an initial period of 12-months, with two, 6-month option periods. In addition to this, Canada reserves the right to extend the duration of the contract period and the corresponding TA, at

any time, in order to ensure all deliverables are met. Canada also reserves the right to issue a second TA during the initial contract period, to accommodate deliverables within scope, but discovered only after the work has begun (*i.e.: due to the technical requirements of the Pay Centre information*). Further to this, Canada reserves the right to include a pause of work being delivered between Task Authorizations, while internal processes are performed, in order to accommodate the follow-on TA.

- (d) PWGSC is the Initial Client that will use the solution, including all or any modules (the "Software Solution"), when applicable. However, this bid solicitation will also allow Canada to make the solution and or the Software Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Acquisitions Branch of PWGSC is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "**Client**"). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- (e) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, Bidders should refer to the Industrial and Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (f) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (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.
- (d) Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### 3. List of Names

- a) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: 60 days  
Insert: 240 days

### 2.2 Submission of Bids - Electronically

- (a) Bids must be submitted **electronically** to Public Works and Government Services Canada PWGSC Bid Receiving Unit using ePost Connect, by the date, time and place indicated on page 1 of the bid solicitation;
- (b) or **electronically** to the email address below:  
[TPSGC.PAApprovisionRHalaPAYE-APHRtoPAYProcurement.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PAApprovisionRHalaPAYE-APHRtoPAYProcurement.PWGSC@tpsgc-pwgsc.gc.ca)
- (c) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

- (a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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-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 websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice](#): 2012-2 and the [Guidelines on the Proactive Disclosure of Contracts](#).

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;

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

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

## 2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 6 working days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. (*Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*)

## 2.6 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five working days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

(a) Epost Connect Electronic Bid Submission

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 Standard Instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

(b) Canada requests that Bidders provide their bid in separate sections as follows:

- (i) Section I: Technical Bid
- (ii) Section II: Financial Bid
- (iii) Section III: Certifications

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

(c) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (i) use a numbering system that corresponds to the bid solicitation, or one that is easy to follow;
- (ii) 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
- (iii) include a table of contents.

(d) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- (i) Submit bids electronically;
- (ii) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (iii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

### 3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid,

Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Implementation Plan:** The Bidder must include an implementation plan, which demonstrates that it meets all the mandatory requirements for implementation described in the SOW. Implementation Plan must not exceed 10 pages.
- (iii) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.
- (iv) **Security:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

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

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

- (v) **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 descriptions in Annex 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 Annex A.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with Attachment 2 - Financial Evaluation Criteria. The total amount of Applicable Taxes will be applied to the bidder's financial bid. Bidders must include firm, all-inclusive prices quoted in Canadian dollars in the pricing sheet.
- (b) **Exchange Rate Fluctuation**
  - (i) C3011T (2013-11-06), Exchange Rate Fluctuation.
- (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 options to extend the Contract Period. 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. The identification and inclusion of all travel and training, as per the SOW, and all associated costs **must** be included.

### 3.4 Section III: Certifications

It is a requirement that bidders submit the certifications required under any portion of this solicitation as a part of their bid.

### 3.5 Electronic Payment of Invoices - Bid

Canada requests that bidders:

- (a) Select Option 1 or, as applicable, Option 2 below; and
- (b) Include the selected option with the bid, in either Section II or Section III.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### Option 1:

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

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

#### Option 2:

- The Bidder does not accept to be paid by Electronic Payment Instruments.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the Client and PWGSC Acquisitions Branch 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 two working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g. references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder;the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**
  - (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
  - (ii) The mandatory technical criteria are due at Bid Closing and are described in Attachment 1.
  - (iii) It is a mandatory requirement that bids receive at least 90 out of 150 points for the rated criteria, in order to be deemed complaint. Bids receiving less than 90 points will be deemed non-complaint by Canada.

**(b) Point-Rated Technical Criteria:**

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (ii) The point-rated technical criteria are due at Bid Closing and are described in Attachment 1.
- (iii) Each bid will be reviewed for evaluation on the point-rated criteria of the bid solicitation. Each criteria will be evaluated based on the rating scale as specified in Attachment 1.
- (iv) Each bid can receive up to a maximum of 150 points for the technical point-rated criteria.

**(c) Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48-hour period using the e-mail address provided in the bid. Canada will not award any points and a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail 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 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 PSPC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

**4.3 Financial Evaluation**

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders, found in Attachment 2 - Financial Evaluation Criteria.
- (b) Instructions on how to complete the Financial Bid is included in Attachment 2.
- (c) The resulting contract will include Annex B - Basis of Payment by using the compliant pricing submitted by the bidder by using Attachment 2.

- (d) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price.
- (e) **Formulae in Pricing Tables:** If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.

#### 4.4 Basis of Selection

- (a) To be declared responsive, a bid must:
  - (i) comply with all the requirements of the bid solicitation; and
  - (ii) meet all mandatory technical and financial evaluation criteria; and
  - (iii) obtain the required minimum of 90 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 150 points.
- (b) Bids not meeting (i), (ii) and (iii) will be declared non-responsive.
- (c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- (d) 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 60%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated bid price and the ratio of 40%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) 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.
- (h) If more than one bidder is ranked first because of identical overall scores, then the names of all such first ranked Bidders will be placed in a hat and the winner will be the first name drawn from it.
- (i) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with Bid**

Bidders must submit the following duly completed certifications 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 2003, the Bidder must provide with its bid, the completed Declaration Form, included at Form 5, to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **(a) Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently Directors of the Bidder, by including a completed Form 6.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the names of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\)](http://www.esdc.gc.ca) - Labour's website.

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](http://www.esdc.gc.ca)" list at the time of contract award.

Solicitation No. - N° de l'offre  
EN920-190988/L  
N° de réf. du client - Client Ref. No.  
EN920-190988

N° de la modif - Amd. No.  
File No. - N° du dossier  
681xe. EN920-190988/L

Id de l'acheteur - Buyer ID  
681xe  
N° CCC / CCC No./ N° VME - FMS

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.

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

### **6.1 Security Requirement**

(a) At the date of bid closing, the following conditions must be met:

- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; the list of individuals, including complete name, role, date of birth, security level and security file number, must be sent with the bid;
- (iii) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (iv) 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 III Certifications.

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

- (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.

### **6.2 Insurance Requirements**

- (a) SACC Manual Clause G1007T (2016-01-28), Insurance Requirements.

## PART 7 - RESULTING CONTRACT CLAUSES

### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

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

#### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services, described in the Contract, including the Statement of Work in accordance with, and at the prices set out in, the Contract.

This includes (*when and where applicable*):

- (i) granting the license to use the Licensed Software described in the Contract (*when applicable*);
- (ii) providing the Software Documentation (*when applicable*);
- (iii) providing maintenance and support for the Licensed Software during the Software Support Period (*when applicable*);
- (iv) providing professional services, as and when requested by Canada; and
- (v) providing training, as and when requested by Canada;

to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

- (b) **Client:** The initial Client is the Department of Public Works and Government Services Canada. However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
- (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 Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the professional services and license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred);

- (ii) the deliverables as defined in the Statement of Work; and
- (iii) the training requirements as defined in the Statement of Work.

## 7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A – Statement of Work, of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## 7.3 Task Authorization

- (a) **As-an-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:** To be validly issued, a TA must include the following signatures:
  - (i) the Technical Authority; and
  - (ii) authorized representative from the Contractor.
- (c) Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must immediately notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time.
- (d) **Pre-Cleared Resources:** The Contractor must:
  - (i) ensure that the specific individuals named in the contractor's proposal to this Contract, or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
  - (ii) avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within 3 business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an

ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

#### 7.4 Inspection and Acceptance

- (a) The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 7.5 Standard Clauses and Conditions

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

(a) **General Conditions:**

- (i) 2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following replacements:

**Section 17 - Interest on Overdue Accounts**, of 2035 (2018-06-21) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- (iii) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information; and
- (iv) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;

apply to and form part of the Contract.

#### 7.6 Security Requirement

The following security requirements apply and forms part of the Contract.

- (a) The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
- (b) 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 the CSP, PWGSC.

- (c) The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- (e) The Contractor/Offeror must comply with the provisions of the:
  - (i) Security Requirements Check List attached at Annex C;
  - (ii) *Industrial Security Manual* (Latest Edition).

## 7.7 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 upon completion of all Task Authorizations, approximately twelve months in duration, (not including on-boarding time); and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract, or if additional time is required to complete the deliverables of the Initial Contract Period.
- (b) **Optional Goods or Services:**
  - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 6-month periods, under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. Canada reserves the right to extend the second 6-month option period in order to complete all the deliverables as required in the SOW.
  - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least five calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.8 Authorities

### (a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Kristen Ouellette  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Program  
Services and Technology Acquisition Management Directorate (STAMS)  
Address: 10 Wellington Street, 4<sup>th</sup> floor  
Gatineau, Quebec K1A 0S5  
Telephone: 613-402-8745  
E-mail address: [Kristen.ouellette@tpsgc-pwgsc.gc.ca](mailto:Kristen.ouellette@tpsgc-pwgsc.gc.ca)

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

**(b) Technical Authority**

The Technical Authority for the Contract is: *(to be provided at contract award)*

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

In this person's absence, the Technical Authority 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**

The Contractor Representative for this contract is: *(Contractor to provide this information)*

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**7.9 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.

**7.10 Sharing of Contractor's Resources within PWGSC**

For the duration of the contract, the contractor shall not assign resources to this project who are otherwise being assigned to other projects within PWGSC.

## 7.11 Payment

### (a) Basis of Payment

- (i) **Firm Price Contract with Task Authorizations:** In consideration of the Contractor satisfactorily completing all of its obligations under any authorized Task Authorization, the Contractor will be paid the firm lot price in accordance with the Basis of Payment, in Annex B. 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.
- (ii) **No reimbursement for travel** will be allowed. Bids must be fully-loaded rates in the form of a firm, fixed price. The work location will be the PSPC Pay Centre in Miramichi, New Brunswick. An alternate work location in the NCR may be required. There may be a requirement for travel from Miramichi to the NCR for training or meetings, which must be included in the bid price.
- (iii) **Competitive Award:** The Contractor acknowledges that the Contracts have 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.

### (b) Limitation of Expenditure

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) 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.
- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

### (c) Method of Payment - Single Payment

- (i) H1000C (2008-05-12), Single Payment.

### (d) Method of Payment - Multiple Payments

- (i) H1001C (2008-05-12), Multiple Payments.

### (e) Discretionary Audit

- (i) C0705C (2010-01-11), Discretionary Audit.

(f) **No Responsibility to Pay for Work not Performed due to Closure of Government Offices**

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

**7.12 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) 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.
- (c) The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

**7.13 Certifications**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**7.14 Federal Contractors Program for Employment Equity - Default by Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

**7.15 Applicable Laws**

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

## 7.16 Priority of Documents

If there is a discrepancy between the wordings 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 Manual clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
  - (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
  - (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
  - (iii) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
  - (iv) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- (c) General Conditions 2035 (2018-06-21);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_, (as clarified on \_\_\_\_\_ "or" as amended on \_\_\_\_\_), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

## 7.17 Foreign Nationals (Canadian Contractor)

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

## 7.18 Insurance Requirements

- (a) SACC Manual Clause G1005C (2016-01-28) Insurance Requirements

## 7.19 Limitation of Liability - Information Management/Information Technology

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

**(b) First Party Liability:**

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

**(c) Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or

as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

**7.20 Licensed Software**

(a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	User License
Number of Users Licensed	_____ <i>[insert the original number of Users licensed. An option to acquire additional licenses is set out below, if applicable]</i>
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B on the same terms and conditions as the initial User licenses granted under the Contract <i>[including for additional Clients within the scope of the Contract]</i> . This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

Language of Licensed Software	The Licensed Software must be delivered in English, but can be used to program French language pages and / or functions.
Installation Site	Government of Canada furnished stand-alone workstations, as required.
Media on which Licensed Software must be Delivered	Contractor must deliver the Licensed Software on Canada's choice of media.
Term of License	Duration of Contract.

- (b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

## 7.21 Licensed Software Maintenance and Support

- (a) With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	Software Support period is the entire Contract Period.
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by ___ additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

Hours for Providing Support Services	The Contractor's personnel must be available during normal working hours, 8 hours per day, at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required. After-hours work may be required, only upon Government of Canada approval.
Contractor must provide On-site Support Services	Yes, as required to complete the work, at Contractor's expense.
Contractor must install Software Error corrections and Maintenance Releases and upgrades	Yes, as required to complete the work, at Contractor's expense.
Contractor must keep track of software releases for the purpose of configuration control	Yes, as required to complete the work, at Contractor's expense.
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet.
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

## 7.22 Training

- (a) **Providing Training:** The Contractor must provide training as described in the SOW and when applicable, as included in their On-Site Training Curriculum documents, as submitted with their bid.
- (b) **Providing Software Training:**
- (i) The Contractor must provide training on the software products that form part of the Software Solution on an "as-and-when-requested" basis during the Contract Period, as per the SOW.
  - (ii) The training, including both the instruction and the course materials, must be provided in both official languages, on demand by the Technical Authority, as described in the SOW.
  - (iii) Before providing any training, at least 20 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval. Canada reserves the right to comment on the draft training plan and the Contractor will then have 5 additional working days to resubmit the plan to the Technical Authority.

### **7.23 Safeguarding Electronic Media**

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

### **7.24 Reporting Requirements**

The Contractor must provide reports to the Technical Authority or the Contracting Authority, upon request, per the SOW.

### **7.25 Representations and Warranties**

The Contractor made statements regarding its 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.

### **7.26 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 or the Contracting Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

### **7.27 Government Property**

Canada agrees to supply the Contractor with the items required to perform the work, as indicated in the SOW. The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

### **7.28 Data Sovereignty**

- (a) The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where: a. equivalent protections are given to personal information as in Canada under legislation such as the Privacy Act, R.S. 1985, c.P-21, and the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and; b. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent. In connection with giving its consent to locating a database in another country, the

Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

- (b) The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
- (c) The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
- (d) The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
- (e) The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
- (f) Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing

## 7.29 Implementation

- (a) **Implementation of Professional Services:** If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Project Authority that it is ready and able to carry out the Work. The transition must be complete by no later than 2 working days after the Contract is awarded (not including on-boarding time). All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

## 7.30 Transition Services at End of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

### 7.31 Termination for Convenience

With respect to Section 30 of General Conditions 2035, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

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

### 7.32 Identification Protocol Responsibilities

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

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

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N° de la modif - Amd. No.  
File No. - N° du dossier  
681xe. EN920-190988/L

Id de l'acheteur - Buyer ID  
681xe  
N° CCC / CCC No. / N° VME - FMS

## BIDDER FORMS

### Form 1 OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

**Name of OEM** \_\_\_\_\_

**Signature of authorized signatory of OEM** \_\_\_\_\_

**Print Name of authorized signatory of OEM** \_\_\_\_\_

**Print Title of authorized signatory of OEM** \_\_\_\_\_

**Address for authorized signatory of OEM** \_\_\_\_\_

**Telephone no. for authorized signatory of OEM** \_\_\_\_\_

**Fax no. for authorized signatory of OEM** \_\_\_\_\_

**Date signed** \_\_\_\_\_

**Solicitation Number** \_\_\_\_\_

**Name of Bidder** \_\_\_\_\_

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681xe. EN920-190988/L

Id de l'acheteur - Buyer ID  
681xe  
N° CCC / CCC No./ N° VME - FMS

**Form 2**  
**Software Publisher Certification Form**  
(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:

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*[Bidders should add or remove lines as needed]*

**Form 3**  
**Software Publisher Authorization Form**  
*(to be used where the Bidder is not the Software Publisher)*

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

\_\_\_\_\_

\_\_\_\_\_

*[Bidders should add or remove lines as needed]*

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

Telephone no. for authorized signatory of SP \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_



	Yes	No	Comments
52: False or misleading representation 53: deceptive notice of winning a prize			
<b>Corruption of Foreign Public Officials Act</b> 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Controlled Drugs and Substance Act</b> 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other Acts</b> 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comment

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

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681xe. EN920-190988/L

Id de l'acheteur - Buyer ID  
681xe  
N° CCC / CCC No./ N° VME - FMS

**Form 5**  
**List of Names Form**

In accordance with Part 5, Article 5.2 a) – Integrity Provision – List of Names, please complete the Form 5 below.

<b>Complete Legal Name of Company</b>	
<b>Company's address</b>	
<b>Company's Procurement Business Number (PBN)</b>	
<b>Solicitation number</b>	
<b>Board of Directors (Use Format – first name last name)</b> <b>Or put the list as an attachment</b>	
<b>1. Director</b>	
<b>2. Director</b>	
<b>3. Director</b>	
<b>4. Director</b>	
<b>5. Director</b>	
<b>6. Director</b>	
<b>7. Director</b>	
<b>8. Director</b>	
<b>9. Director</b>	
<b>10. Director</b>	
<b>Other members</b>	
<b>Comments</b>	

Attachment 1  
Technical Evaluation Criteria  
for  
STREAM 7:  
ACCELERATOR SERVICES

REQUEST FOR PROPOSAL (RFP)  
EN920-190988/L

PHOENIX PAY STABILIZATION CHALLENGE

**Attachment 1**

**Technical Evaluation Criteria**

Mandatory Evaluation Criteria:

Criteria	Criteria	Compliant / Non-compliant
M-1	The bidder's Financial Bid must be deemed compliant.	

Rated Evaluation Criteria:

Criteria	Rated Criteria	Pts	Scoring Guide	Score
R-1	<b>Skills review and enhancement</b> - The bidder should demonstrate that it has project experience realizing demonstrable improvements in work distribution processes in a high volume transaction processing business operation.	20	The bidder will receive 10 points for each of two reference projects that establishes that they realized measureable operational efficiencies through implementing changes in the work distribution model in a high volume transaction processing environment, defined as an operational environment processing greater than one million transactions per year.  Reference information must include metric information that establishes the measured improvement.	
R-2	<b>Improve performance management</b> - The bidder should demonstrate that it has implemented process changes that have directly led to measureable increases in employee productivity in a high volume transaction processing business operation.	20	The bidder will receive 10 points for each of two reference projects that establishes that they implemented process changes that realized measureable increases in agent productivity in a high volume transaction processing business operation, defined as an operational environment processing greater than one million transactions per year.  Reference information must include metric information that establishes the measured improvement.	
R-3	<b>Standardization and optimization of processes</b> - The bidder should demonstrate that it has implemented process changes that led to decreased administrative tasks being performed by processing agents which resulted in an increase in agent productivity in a high volume transaction processing business operation.	20	The bidder will receive 10 points for each of two reference projects that establishes that they implemented process changes that led to decreased administrative tasks being performed by processing agents which resulted in an increase in agent productivity in a high volume transaction processing business operation, defined as an operational environment processing greater than one million transactions per year.	

			Reference information must include metric information that establishes the measured improvement.	
R-4	<b>Enhancement of quality assurance mechanism</b> - The bidder should demonstrate that it has implemented process changes in a high volume processing environment which resulted in decreased transaction processing error rates discovered through the facility's quality assurance processes.	20	The bidder will receive 10 points for each of two reference projects that establishes that they implemented process changes which resulted in decreased transaction processing error rates discovered through the facility's quality assurance processes in a high volume transaction processing business operation, defined as an operational environment processing greater than one million transactions per year.  Reference information must include metric information that establishes the measured improvement.	
R-5	<b>Organizational Change Management</b> – The bidder should demonstrate how their OCM methods were deployed in support of process or behavioural change on projects were they implemented measured improvements in high volume transaction processing business operations.	40	The bidder will receive 20 points for each of two reference projects that highlight at least two OCM strategies deployed to support transformational change and how the OCM strategies contributed to the project's overall measured improvements in a high volume transaction processing business operation, defined as an operational environment processing greater than one million transactions per year.  Reference information must include metric information that establishes the measured improvement.	
R-6	<b>The bidders may recommend areas of improvement that the believe would result in an increase in Pay Centre productivity</b> - The bidder should demonstrate its understanding of the Pay Centre environment by identifying up to 3 areas of focus for analysis and potential efficiency improvements that are not described in the accompanying SOW.	30	The bidder will receive 10 points for each of three identified potential efficiencies that the crown deems to be meritorious based on substantiating information that establishes how the efficiency suggestion will lead to measured performance improvements.	
<b>Maximum Points Available</b>				<b>150</b>
<b>Minimum Points Required</b>				<b>90</b>

Attachment 2  
Financial Evaluation Criteria  
for  
STREAM 7:  
ACCELERATOR SERVICES

REQUEST FOR PROPOSAL (RFP)  
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PHOENIX PAY STABILIZATION CHALLENGE

**ATTACHMENT 2 - FINANCIAL BID & EVALUATION CRITERIA**

**Completion Instructions for Bidders :**

- 1) Bidders are required to input their Fixed Monthly Rate in the tables below.
- 2) Bidders must submit a firm, fixed equal monthly payment for the 12 months of the Initial Contract Period.
- 3) Bidders must submit a firm, fixed equal monthly payment for the 6 months of Option Period 1 and for the 6 months of Option Period 2.
- 4) Bidders are required to input a Milestone Payment *incentive*, to be invoiced at the conclusion of months 6, 8, 10 and 12, if and when achieved.
- 5) Maximum, individual Milestone Payment must be 10% or less than the Total of the Fixed Monthly Rate.
- 6) Total Milestone Payments bid must be 25% or less than the Total Bid Price of the Initial Contract Period, which includes the Fixed Monthly Rate and the Milestone Payments.
- 7) In order for the Contractor to receive a Milestone Payment, measured improvements of 5%, 10%, 20% and 30% must be achieved.
- 8) The efficiency measurements will be recorded within 5 business days by the end of months 6, 8, 10 and 12.
- 9) Canada will evaluate the Contractor's performance of the work to determine the actual measured improvements.

FINANCIAL BID: Initial Contract Period	Initial Contract Period Price Bid	
	Fixed Monthly Rate	Milestone Payment
Month 1		
Month 2		
Month 3		
Month 4		
Month 5		
Month 6		
Month 7		
Month 8		
Month 9		
Month 10		
Month 11		
Month 12		
Total Fixed Monthly Rates	\$ -	
Total Milestone Payments		\$ -
Total Bid Price Initial Contract Period		\$ -

FINANCIAL BID: Option Period 1	Option Period 1 Bid Price	
	Fixed Monthly Rate	
Month 1		
Month 2		
Month 3		
Month 4		
Month 5		
Month 6		
Total Fixed Monthly Rates		\$ -
Total Bid Price Option Period 1		\$ -

FINANCIAL BID: Option Period 2	Option Period 2 Bid Price	
	Fixed Monthly Rate	
Month 1		
Month 2		
Month 3		
Month 4		
Month 5		
Month 6		
Total Fixed Monthly Rates		\$ -
Total Bid Price Option Period 2		\$ -

FINANCIAL BID EVALUATION:			
F-1	Total Fixed Monthly Rates	\$ -	
	Maximum, individual Milestone Payment must be 10% or less than the Total of the Fixed Monthly Rate	10%	
	10% of Total Fixed Monthly Rates	\$ -	
	Bidders Maximum, Individual Milestone Payment		
	<b>Compliant / Non-compliant</b>		
F-2	Total Bid Price Initial Contract Period	\$ -	
	Total Milestone Payments bid must be 25% or less than the Total Bid Price Contract Period, which includes the Fixed Monthly Rate and the Milestone Payments	25%	
	Maximum Total Milestone Payments	\$ -	
	Total Milestone Payments	\$ -	
	<b>Compliant / Non-compliant</b>		

BID PRICE FOR BASIS OF SELECTION (per RFP Sec 4.4)	
Total Bid Price Initial Contract Period	\$ -
Total Bid Price Option Period 1	\$ -
Total Bid Price Option Period 2	\$ -
<b>Total Overall Bid Price</b>	\$ -



**Attachment 3**  
**Bid Response Form**

## Attachment 3

### Bid Response Form

Invitation to Qualify No. EN920-190988/G Response Submission Form			
Respondent's full legal name  <i>In the case of a joint venture, please identify all members.</i>			
Authorized Representative of Respondent for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #		
	Fax #		
	Email		
Respondent's Procurement Business Number (PBN)  <i>Please see PWGSC Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your response. If it does not, the Respondent will be determined based on the legal name provided, not based on the PBN, and the Respondent will be required to submit the PBN that matches the legal name of the Respondent.</i>			
Former Public Servants  <i>Please see the Section of PWGSC Standard Instructions entitled "Former Public Servants" for more information.</i>  <i>If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i>	Is the Respondent a Former Public Servant in receipt of a pension as defined in PWGSC Standard Instructions? <b>If yes, provide the information required by the Section in PWGSC Standard Instructions entitled "Former Public Servant"</b>	Yes	
		No	
	Is the Respondent a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? <b>If yes, provide the information required by the Section in PWGSC Standard Instructions entitled "Former Public Servant"</b>	Yes	
		No	
Federal Contractors Program for Employment Equity Certification  <i>Please see the section of PWGSC Standard Instructions entitled "Federal Contractors Program for Employment Equity" for more information.</i>  <i>Please check one of the boxes or provide the required information. If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i>	The Respondent certifies having no work force in Canada.		
	The Respondent certifies being a public sector employer.		
	The Respondent certifies being a federally regulated employer subject to the <i>Employment Equity Act</i> .		
	The Respondent certifies having a combined work force in Canada of fewer than 100 permanent full-time, part-time and temporary employees.		
	The Respondent has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees.		
	Valid and current Certificate number.		
	The Respondent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour.		
Requested language for future communications regarding this procurement process – <i>please indicate either French or English</i>			

Solicitation No. - N° de l'offre  
 EN920-190988/L  
 N° de réf. du client - Client Ref. No.  
 EN920-190988

N° de la modif - Amd. No.  
 File No. - N° du dossier  
 681xe. EN920-190988/L

Id de l'acheteur - Buyer ID  
 681xe  
 N° CCC / CCC No./ N° VME - FMS

Requested Canadian province or territory for applicable laws	
Respondent's Proposed Site or Premises Requiring Safeguard Measures and document safeguarding security level	Street Address with Unit/Apartment, if applicable
	City
	Province/Territory/State
	Postal Code/Zip Code
	Country
Security Clearance Level of Respondent  <i>Please ensure that the security clearance matches the legal name of the Respondent. If it does not, the security clearance is not valid for the Respondent.</i>	Clearance Level
	Date Granted
	Issuing Entity (PWGSC, RCMP, etc.)
	Legal name of entity to which clearance issued
<p>On behalf of the Respondent, by signing below, I confirm that I have read the entire ITQ, including the documents incorporated by reference into the ITQ, and I certify and agree that:</p> <ol style="list-style-type: none"> <li>1. The Respondent considers itself and its products able to meet all the mandatory requirements described in the ITQ;</li> <li>2. All the information provided in the response is complete, true and accurate; and</li> <li>3. The Respondent agrees to be bound by all the terms and conditions of this ITQ, including the documents incorporated by reference into it.</li> </ol>	
Signature of Authorized Representative of Respondent	

ANNEX A  
Statement of Work  
(SOW)

for  
STREAM 7:  
ACCELERATOR SERVICES

REQUEST FOR PROPOSAL (RFP)  
EN920-190988/L

PHOENIX PAY STABILIZATION CHALLENGE

**ANNEX A**  
**STATEMENT OF WORK**  
**ACCELERATOR SERVICES**

**1. Title**

Business Process Transformation: acceleration of PSPC Pay Centre processes, including the development of standardized approaches to pay transaction processes that could be widely adopted to improve processing efficiency.

**2. Objective**

Public Services and Procurement Canada (PSPC) is seeking solutions from Industry related to services of a Contractor to develop and deploy tools, processes, and procedures to accelerate and standardize pay processes, in order to improve process efficiency by at least 30%.

**3. Background**

The Transformation of Pay Administration (TPA) initiative included two components: pay modernization and pay consolidation. The pay modernization component included replacing an outdated legacy system. The pay consolidation component entailed consolidating all pay services of departments and agencies into one pay service center located in Miramichi, New Brunswick. The goal of the TPA was to ensure the sustainability of pay administration and contribute to a more effective and efficient public service, offering better value to Canadians. After the launch of Phoenix in 2016, challenges were identified that surpassed current capacity.

The PSPC Pay Centre has hired more than 800 additional compensation advisors since 2016. Additionally, PSPC has implemented work process changes, new tools and changes to work models (for example, the Pay Pod Service Delivery Model) to improve the efficiency and effectiveness of pay processing. As a result, overall productivity has increased since the rollout of Phoenix in 2016.

There is room for further improvement. PSPC wants to build on the work already undertaken to further improve pay processing, and in particular, make processing more efficient, and increase productivity levels for compensation advisors.

**For this SOW and resulting Contract, the definition of Productivity is calculated by:** using the number of cases closed and the number of cases cancelled and divided by the number of headcount processing cases with the number of working days in the pay period.

**4. Requirements**

**4.1. In-Scope:**

PSPC seeks the expertise of a Contractor in:

- 1) Leading business transformation projects for large public sector organizations; and
- 2) Business process mapping and procedure development.

The Contractor must recommend and deploy one or more accepted methodologies to enhance and implement business process efficiency for pay processes. PSPC is seeking a 30% or more, overall improvement in productivity.

The Contractor is required to collect relevant existing documentation and information, evaluate the existing case processing procedures, identify areas of opportunity and define high impact initiatives to facilitate the acceleration of pay transaction processes.

The Contractor is required to deploy the solution, **which must be pre-approved by PSPC** and will be evaluated based on results achieved.

#### **4.2. Out-of-Scope:**

The Pay Pod Service Delivery Model has been implemented across all Pay-Centre Departments and it has resulted in an increase in productivity of Pay Operations. PSPC is not looking to replace this Model, however, is open to recommendations as how to make it even more effective.

#### **5. Deliverables**

The Contractor must deliver the following:

**5.1.** The Contractor must submit to the Project Authority, within one (1) month after Contract award, a Project Plan, outlining the relevant activities and estimated timelines.

**5.2. Skills Review and Enhancement:** Work distribution and assignment based on employee skill level and complexity of work.

5.2.1. The Contractor must review the Pay Centre procedures with regards to case assignment and deploy strategies to improve them, thereby making them more efficient and consistent.

5.2.2. Additionally, the Contractor must recommend and deploy methods to enhance the skills of compensation advisors.

**5.3. Improve Performance Measurement and Management:**

5.3.1. The Contractor must review the Pay Centre Performance Measurement and recommend and deploy improvements, such as the development of new metrics and performance targets.

5.3.2. The Contractor must review, recommend and deploy performance management practices and tools at the organizational, team and individual level.

5.3.3. These deliverables must effectively measure performance while respecting the current federal policies regarding performance management.

**5.4. Standardization and Optimization of Processes:** PSPC has made great strides in lean pay processes and has piloted the concept of reducing administrative tasks that the pay processors perform.

The Contractor must build on this success by reviewing processes and procedures to:

5.4.1. Further reduce administrative burden by identifying overlap or unnecessary duplication of administrative tasks.

5.4.2. Leverage existing processes that are most efficient.

5.4.3. Recommend removing processes that do not deliver value.

5.4.4. Embed existing tools and functionality and then recommend and deploy new tools to optimize and enhance productivity.

5.4.5. Recommend and deploy solutions that leverage existing technology in order to eliminate dependence on paper processing.

5.4.6. Recommend and deploy solutions to give Compensation Advisors the authority to do more.

5.4.7. Streamline the Pay Centre's multiple reference documents and develop easy-to-use tools, including procedures, to enhance pay processing.

**5.5. Enhancement of Quality Assurance Mechanism:**

- 5.5.1. The Contractor must recommend and deploy improvements to reduce pay processing errors determined through the quality assurance and verification process.
- 5.5.2. The Contractor must develop and deploy a strategy to distribute lessons learned to Pay Centre employees.

**5.6. Additional Efficiencies:**

- 5.6.1. The Contractor should recommend any additional areas of improvement that would contribute to a 30% plus increase in productivity.

**5.7. Organizational Change Management**

From a definition perspective, Organizational Change Management (OCM) is a framework for managing the effects of NEW business processes, changes in organizational structure or CULTURAL CHANGES within an enterprise. OCM addresses the PEOPLE side of change management. With changes come some uncertainty, no matter how small or seemingly insignificant. PSPC expects that this project will bring about quite a few changes of varying complexities that will impact several persons, and by extension, the organization. Keeping the PEOPLE aspect in focus, as part of this contract, the Contractor, in collaboration with PSPC, is expected to:

- 5.7.1. Develop and execute a comprehensive OCM strategy, inclusive of Communications Plans and Training Plans; and
- 5.7.2. Collaborate with key stakeholders to ensure this deliverable is realized.

**NOTE:** As part of the overall project, it is expected that ANY changes the Contractor recommends, must be reviewed and approved in writing by the PSPC Project Authority prior to being implemented. This must be reflected in the overall OCM strategy document.

**6. Support Provided by Canada**

PSPC will:

- Host a kick-off meeting;
- Identify a PSPC Project Manager (PM) and project team that will lead and support the Contractor;
- Make available pertinent background documents and program details necessary for the work and as well when deemed necessary by the PSPC PM, on request by the Contractor, in order to fulfill the requirements of the Contract;
- Meet with the Contractor regularly to provide information verbally, to be documented by the Contractor during these meetings and emailed back to the PSPC PM for approval;
- Facilitate access to knowledgeable persons in other organizations, as required to obtain background details and information to assist the Contractor in the work;
- Evaluate the Contractor against the deliverables of the SOW to ensure compliance with the Contract;
- Ensure translation of materials, as needed; and
- Provide other assistance and support as requested by PSPC Technical Authority, as it pertains to the requirements of the SOW.

**7. Security Requirements**

The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC). Contractor personnel or resources requiring access to

PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.

## **8. Reporting Requirements**

The Contractor must provide weekly status updates to PSPC starting in **week 3** after issuance of the contract. The Contractor must provide reports upon request by the Project Authority, within a reasonable response time.

## **9. Location of Work**

The daily work will take place at the PSPC Pay Centre location in Miramichi, New Brunswick, Canada, with additional work being done from the Contractor's work site. The Contractor may also be required to travel within Canada to attend on-site meetings at locations, such as in the National Capital Region, Ottawa, Ontario. Teleconference and videoconference options will be made available where possible.

## **10. Travel and Living**

The Contractor may be required to meet with federal employees in the National Capital Region or other locations within Canada. Any travel costs associated with this project must be included in the Contractor's bid price. Absolutely no reimbursement for travel and living costs will be provided for under the Contract.

**APPENDIX A to ANNEX A**

<b>TASK AUTHORIZATION (TA) FORM</b>				
<b>Contractor:</b>		<b>Contract Number:</b>		
<b>Commitment: #</b>		<b>Financial Coding:</b>		
<b>Task Number (Amendment):</b>		<b>Issue Date:</b>	<b>Response Require By:</b>	
<b>1. Statement of Work (Work Activities, Certifications and Deliverables)</b>				
See attached for Statement of Work and Certifications required.				
<b>2. Period of Service:</b>	<b>From (Date)</b>		<b>To (Date)</b>	
<b>3. Work Location:</b>				
<b>4. Travel Requirements:</b>				
<b>5. Language Requirement:</b>				
<b>6. Other Conditions/Constraints:</b>				
<b>7. Level of Security Clearance required for the Contractor Personnel:</b>				
<b>8. Contractor's Response:</b>				
Category and Name of Proposed Resource	PWGSC Security File Number	Per Diem Rate	Estimated # of Days	Total Cost
<b>Estimated Cost</b>				
<b>Applicable Taxes</b>				
<b>Total Labour Cost</b>				
<b>Total Travel &amp; Living Cost</b>				
<b>Firm Price or Maximum TA Price</b>				

<b>TASK AUTHORIZATION (TA) FORM</b>												
<b>Contractor's Signature</b>												
Name, Title and Signature of Individual Authorized to sign on behalf of the <b>Contractor</b> (type or print)  _____  _____	Signature: _____  Date: _____											
<b>Approval – Signing Authority</b>												
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black; padding: 2px;"><b>Signatures (Client)</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Name, Title and Signature of Individual Authorized to sign:</td> </tr> <tr> <td style="padding: 2px;">Project Authority:</td> </tr> <tr> <td style="padding: 2px;">_____</td> </tr> <tr> <td style="padding: 2px;">Date:</td> </tr> <tr> <td style="padding: 2px;">_____</td> </tr> </tbody> </table>	<b>Signatures (Client)</b>	Name, Title and Signature of Individual Authorized to sign:	Project Authority:	_____	Date:	_____	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black; padding: 2px;"><b>Signatures (PWGSC)</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Contracting Authority <sup>1</sup>:</td> </tr> <tr> <td style="padding: 2px;">_____</td> </tr> <tr> <td style="padding: 2px;">Date:</td> </tr> <tr> <td style="padding: 2px;">_____</td> </tr> </tbody> </table>	<b>Signatures (PWGSC)</b>	Contracting Authority <sup>1</sup> :	_____	Date:	_____
<b>Signatures (Client)</b>												
Name, Title and Signature of Individual Authorized to sign:												
Project Authority:												
_____												
Date:												
_____												
<b>Signatures (PWGSC)</b>												
Contracting Authority <sup>1</sup> :												
_____												
Date:												
_____												
<sup>1</sup> Signature required for TA valued at \$250,000 or more, Applicable Taxes included.												
You are requested 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 services listed herein and in any attached sheets at the price set out thereof.												



**[Option 2 - Bilingual]** fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

**[Option 3 - Unilingual French]** fluent in French. The individual(s) proposed must be able to communicate orally and in writing in French without any assistance and with minimal errors.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**ANNEX B**  
**BASIS OF PAYMENT**  
**for**

**STREAM 7:**  
**ACCELERATOR SERVICES**  
**EN920-190988/L**

**PHOENIX PAY STABILIZATION CHALLENGE**

## ANNEX B

### BASIS OF PAYMENT

1. Under any resulting contract, Canada will not accept travel and living expenses incurred by the contractor for relocation of resources required to satisfy its contractual obligations.
2. In consideration of the Contractor satisfactorily completing its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm, fixed monthly price, in accordance with the Pricing Tables below and as indicated in their bid.
3. Canada will not pay the Contractor for deliverables or 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.
4. In accordance with the information provided in their bid, the Contractor shall invoice and will receive a firm, fixed monthly payment for each of the 12 months in the term of the contract, with applicable taxes applied.
5. Contractor must follow the Terms and Conditions as set out in the Contract at the Article entitled, Payment, and the Article entitled, Invoicing Instructions.
6. In accordance with the information provided in their bid, the Contractor will receive a firm, fixed monthly payment for each month in the term of any option period, when exercised in writing by the Contracting Authority.
7. In addition to the regular monthly contract payments and in accordance with the information provided in their bid, the Contractor will receive, when approved, a milestone incentive payment based on achieving established efficiency objectives. Efficiency measurements will be taken within 5 business days of the close of months 6, 8, 10 and 12. Efficiency targets will be set at 5%, 10%, 20% and 30% respectively.
8. **Contractual Off-Ramp Gates** – as noted above, efficiency measurements will be taken within 5 business days of the close of months 6, 8, 10 and 12. Canada may, at its sole discretion, choose to terminate the project and the contract, should any of the efficiency measurements establish that the Contractor is not achieving the required efficiency targets.
9. Efficiency is calculated using the number of cases closed and cancelled by the number of headcount processing cases by the number of working days in the pay period.

## CONTRACT PRICING TABLES

### Initial Contract Period Pricing Table:

		Fixed Monthly Rate	Milestone Payment*
Month	1		
Month	2		
Month	3		
Month	4		
Month	5		
Month	6		
Month	7		
Month	8		
Month	9		
Month	10		
Month	11		
Month	12		

\* upon acceptance and approval by Canada.

Note: Each Option Period must be exercised by the Contracting Authority in writing.

### Option Period 1 Pricing Table:

		Fixed Monthly Rate
Month	1	
Month	2	
Month	3	
Month	4	
Month	5	
Month	6	

### Option Period 2 Pricing Table:

		Fixed Monthly Rate
Month	1	
Month	2	
Month	3	
Month	4	
Month	5	
Month	6	



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EN920-190988/L
Security Classification / Classification de sécurité UNCLASSIFIED

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction	Pay Solutions Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Accelerator Services Project	
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)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
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:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <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"/>



Contract Number / Numéro du contrat EN920-190988/L
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

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

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

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  No  Yes  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  Non  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?  No  Yes  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  Non  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?  No  Yes  
 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?  Non  Oui

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





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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No  Yes  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non  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?  No  Yes  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat EN920-190988/L
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

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

Name (print) - Nom (en lettres moulées) Vallati, Celine	Title - Titre Project Officer	Signature Céline Vallati	Digitally signed by Céline Vallati Date: 2019.11.28 09:05:55 -05'00'
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Telephone No. - N° de téléphone 613-889-6461	Facsimile No. - N° de télécopieur 999-999-9999	E-mail address - Adresse courriel celine.vallati@pwgsc-tpsgc.gc.ca	Date 2019/11/28
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**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Pierre-Luc Bouchard pour Fleury, Jean-Michel	Title - Titre SO	Signature <i>Pierre-Luc Bouchard</i>
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Telephone No. - N° de téléphone 819-639-9758	Facsimile No. - N° de télécopieur --	E-mail address - Adresse courriel jean-michel.fleury@tpsgc-pwgsc.gc.ca	Date 2019-11-29
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  No  Yes  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  Non  Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) Kristen Duelllette	Title - Titre Supply Team Leader	Signature <i>Kristen Duelllette</i>
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Telephone No. - N° de téléphone 613-402-8745	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date Dec 5 / 19
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**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées) Kelly Mureta Contract Security Officer Tel: 613-941-0441 kelly.mureta@tpsgc-pwgsc.gc.ca	Title - Titre	Signature Mureta Kelly	Digitally signed by Mureta, Kelly Date: 2019.12.04 10:08:16 -05'00'
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