



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

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

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Special Projects Division (SPD)/Division de Projets
Spéciaux (DPS)

Terrasses de la Chaudière 4th Floor

Terrasses de la Chaudière 4e étage

10 Wellington Street,

10 Wellington Street,

Gatineau

Québec

K1A 0S5

Title - Sujet Business Partner Services	
Solicitation No. - N° de l'invitation U8210-199175/A	Date 2019-12-19
Client Reference No. - N° de référence du client U8210-199175	
GETS Reference No. - N° de référence de SEAG PW-\$\$XU-002-37089	
File No. - N° de dossier 003xu.U8210-199175	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-21	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Belcaid, Sidi M.	Buyer Id - Id de l'acheteur 003xu
Telephone No. - N° de téléphone (613) 204-9619 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: INNOV, SCI AND ECON DEVT CAN CIPO -PRGB PLACE DU PORTAGE, PHASE I 50 VICTORIA ST., 11E ETAGE Gatineau Quebec K1A0C9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**REQUEST FOR PROPOSAL
FOR
BUSINESS PARTNER SERVICES
TO SUPPORT
CANADIAN INTELLECTUAL PROPERTY OFFICE
IT MODERNIZATION**

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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation and resulting contract document is divided into the following parts:

- 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: describes how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: identifies the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: describes specific requirements that must be met by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Refer to the Table of Contents for the list of annexes, attachments and forms.

1.2 SUMMARY

- 1.2.1 This bid solicitation is being issued by Public Works and Government Services Canada (PWGSC) on behalf of Canadian Intellectual Property Office (CIPO) of Innovation, Science and Economic Development Canada (ISED) (the "**Client**") for Business Partner Services to support its multi-year, multi-phased IT Modernization initiative.
- 1.2.2 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 (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 This bid solicitation is to establish contracts with task authorizations for the delivery of the requirement detailed in the bid solicitation in the National Capital Region, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will be treated as a separate procurement, outside the resulting contract.
- 1.2.4 It is intended to result in the award of one (1) contract for two (2) years plus three (3) one-year irrevocable options allowing Canada to extend the term of the contracts.
- 1.2.5 Eligibility to bid:

Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2, in the National Capital Region under the EN578-170432 series of SAs that are qualified for all the resource categories listed in *Appendix 4 to Annex A - Statement of Work* are eligible to compete.

- 1.2.6 The TBIPS SA EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- 1.2.7 SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing will be conducted in writing.

1.4 CONFLICT OF INTEREST

- 1.4.1 Bidders are advised to refer to Conflict of Interest provisions at section 18 of [SACC 2003 \(2019-03-04\)](#), Standard Instructions - Goods or Services - Competitive Requirements, and Conflict of Interest provisions at section 34 of [SACC 2035 \(2018-06-21\)](#), General Condition - Higher Complexity - Services, available respectively on the following PWGSC Website:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/24>, and
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/17>.
- 1.4.2 Without limiting in any way the provisions described in 1.4.1 above, Bidders are advised that Canada has engaged the assistance of the following private sector contractors and resources who have provided services including the review of content in preparation of this bid solicitation and/or who have had, or may have had, access to information related to the content of the bid solicitation:

Contractor	Resources (last name, first name)
Chamberlain Consulting Inc.	Chamberlain, Sharon
MSi Corp Inc.	Thompson, Sherril
Gartner Canada Co.	Wales, Bryant
	Mamalis, Dimitra
	Hernandez, Steven

Any bid that is received from one of the above-noted contractors, whether as a sole Bidder, joint venture or as a subcontractor to a Bidder; or for which one of the above-noted resources provided any input into the bid, will be considered to be in contravention of the Conflict of Interest clauses identified in subsection 1.4.1, and the bid will be declared non-compliant.

PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 2.1.1 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 PWGSC.
- 2.1.2 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.
- 2.1.3 The SACC 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 the SACC 2003 (2019-03-04) and this document, this document prevails.
- 2.1.4 Subsection 3.a. of Section 01 of SACC 2003 (2019-03-04) is deleted in its entirety and replaced with the following:

At the time of submitting an arrangement under the Request for Supply Arrangement (RFS), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- 2.1.5 Subsection 1 of Section 08, of SACC 2003 (2019-03-04), is deleted and replaced by the following:

1. Facsimile
Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.
- 2.1.6 Subsection 4 of Section 5 of SACC 2003 (2019-03-04) is amended as follows:

Delete: 60 days
Insert: 365 days

2.2 SUBMISSION OF BIDS

- 2.2.1 Bids must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page one of the bid solicitation or through epost Connect if the Bidder chooses to use this service.
- 2.2.2 Submission via Epost Connect: 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. The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
- 2.2.3 Soft copy submission: Bidders are required to provide their bid in separate sections as follows:

Section I: Technical Bid - One soft copy on a USB key
Section II: Financial Bid - One soft copy on a USB key
Section III: Certifications - One soft copy on a USB key
- 2.2.4 If the Bidder provides both an epost Connect copy and a soft copy of the bid, the epost Connect copy will be accepted and the soft copy will be discarded.

- 2.2.5 To support Government of Canada's [Policy on Green Procurement \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573\)](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573), any hard copy of the bid submitted to PWGSC will not be accepted.
- 2.2.6 The submission of more than one (1) bid for the same requirement from an identical Bidder is not permitted. If multiple bids from a same Bidder for the same requirements are received, the Contracting Authority will give the Bidder three (3) working days to confirm which bid to be used for the solicitation process.
- 2.2.7 By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other Bidder.

2.3 COMMUNICATIONS DURING SOLICITATION

2.3.1 Enquiries

- 2.3.1.1 All enquiries must be submitted in writing to the Contracting Authority identified below, at the email address identified below, no later than five (5) working days before the bid closing date. Enquiries received after that time may not be answered.

Sidi M. Belcaid
Supply Specialist, Special Projects Division
Acquisitions Program, PWGSC
Les Terrasses de la Chaudière
10 Wellington Street, 4th Floor
Gatineau, Quebec, K1A 0S5
sidi-mohammed.belcaid@pwgsc-tpsgc.gc.ca

- 2.3.1.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.
- 2.3.1.3 If in their opinion, the requirements contained in the bid solicitation could be improved, Bidders are invited to make suggestions, in writing, to the Contracting Authority. Bidders should 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 may be given consideration. Canada have the right to accept or reject any or all suggestions.

2.3.2 Solicitation Documents

- 2.3.2.1 The solicitation documents will be packaged and released via Buyandsell in PDF format. However, the Contracting Authority may decide to provide Bidders an electronic copy of some of the solicitation documents, in MS Word / MS Excel format, for easy access and use. In the event of any discrepancies between the MS and PDF documents, the PDF documents will prevail.
- 2.3.2.2 The Contracting Authority will amend the solicitation documents throughout the solicitation process to include Canada's responses to Bidders' enquiries and any changes made to the original documents. Solicitation amendments will be posted via Buyandsell.

2.4 APPLICABLE LAWS

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified in *Form 1 to Part 4 - RFP Submission Form*, sub-form 1(e), and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 GENERAL INSTRUCTIONS

3.1.1 Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) document size;
- (b) Use a numbering system that corresponds to the bid solicitation;
- (c) Include a title page at the front of each section of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative;
- (d) Include a table of contents following the cover page of each section of the bid. The table of contents should contain a listing of all sections and subsections with associated page numbers. It should also list the associated tables, figures, and appendices; and
- (e) Each subsequent page of each section of the bid should include a header and/or footer that includes the following information:
 - i. Bid title;
 - ii. Bidder's name;
 - iii. Date of the bid; and
 - iv. Page number.

3.1.2 Bidders must provide financial information including prices only in *Appendix 2 to Annex F - Financial Bid Workbook*.

3.1.3 The Bidder's bid must not be made conditionally. Any condition imposed by the Bidder will render the bid non-compliant and the bid will be given no further consideration.

3.1.4 If volumetric data is provided to Bidders in this solicitation document, which could contain current and historical data, the inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future volumetric data will be consistent with this data. It is provided purely for information purposes and will not form part of the resulting contract. Bidders may decide in their sole discretion whether or not to take this information into consideration in preparation for their bids. Bidders may also decide in their sole discretion how to interpret and use this information during their bid preparation. Canada will not consider changes to a winning Bidder's proposal and Canada will not be liable for any business loss the winning Bidder may claim during the performance of the contract, in the event that the actual volumetric data deviates from the one provided in this bid solicitation.

3.2 SECTION I: TECHNICAL BID

3.2.1 Bidders are required to explain and demonstrate how their bid meets the requirements contained in the bid solicitation. Bidders are required to demonstrate their knowledge, experience and capability, and describe their approach in a thorough, concise and clear manner for carrying out the Work.

3.2.2 The Technical Bid should address clearly and in sufficient depth the areas that are subject to the evaluation. Simply repeating the statement contained in the bid solicitation is not sufficient and is not acceptable. 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. Additional instructions are provided in *Annex F - Evaluation and Selection*.

- 3.2.3 The Bidder is requested to complete and submit *Appendix 3 to Annex F - Bidder's Self-Assessment Workbook*.
- 3.2.4 The Technical Bid consists of Bidder's response to *Appendix 1 to Annex F - Corporate Criteria, Form 1 to Annex F - Reference Contracts for Corporate Criteria, Form 1 to Part 4 - RFP Submission Form* and any other required documents as indicated elsewhere throughout this bid solicitation.

3.3 SECTION II: FINANCIAL BID

- 3.3.1 The Bidder must prepare its Financial Bid in accordance with *Annex F - Evaluation and Selection*, and complete and submit *Appendix 2 to Annex F - Financial Bid Workbook*.
- 3.3.2 The Bidder is also requested to complete and submit Sub - form 2: Electronic Payment Instruments in *Form 1 to Part 4 - RFP Submission Form*, if it is willing to accept payment of invoices by Electronic Payment Instruments. Otherwise, it will be construed that Electronic Payment Instruments are not accepted by the Bidder for payment of invoices.
- 3.3.3 The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-compliant.

3.4 SECTION III: CERTIFICATIONS

Bidders are requested to submit the certifications identified under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation.
- 4.1.2 An evaluation team of government representatives will evaluate the bids on behalf of Canada. The evaluation team will include CIPO and PWGSC representatives. Canada may use any independent consultant or government resources to evaluate any bid or bid portion thereof. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 4.1.3 The evaluation will be conducted in multiple steps as described in *Annex F - Evaluation and Selection*. The fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed any or all other steps. Canada reserves the right to conduct steps of the evaluation in parallel or in a different sequence than they appear in this bid solicitation.
- 4.1.4 If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada as specified in the request. Failure to meet this deadline may result in the bid being declared non-compliant. If additional time is required by the Bidder, Canada may grant an extension at its sole discretion.
- 4.1.5 Nothing in the bid evaluation process will limit Canada's rights under [SACC 2003 \(2019-03-04\)](#) Standard instructions - Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- 4.1.6 Where Canada has made a final determination that a bid has failed any individual mandatory element of the bid solicitation, including technical and financial mandatory criteria, Canada reserves the right to determine the bid non-compliant without further evaluating it.

4.2 TECHNICAL EVALUATION

- 4.2.1 Technical evaluation will be conducted in accordance with Section 1 of *Annex F - Evaluation and Selection*.
- 4.2.2 **Evaluation of Resources:** The resources will be required on an "as and when requested" basis to perform the contract Work through Task Authorization(s) and will be assessed in accordance with the Task Authorization process described in *Annex D - Task Authorization*.

4.3 FINANCIAL EVALUATION

Financial Evaluation will be conducted in accordance with Section 2 of *Annex F - Evaluation and Selection*.

4.4 BASIS OF SELECTION

- 4.4.1 The winning bid will be selected based on Section 3 of *Annex F - Evaluation and Selection*.
- 4.4.2 The contract award is subject to Canada's internal approvals process (for example, approval of the funding in the amount of any proposed contract). No contract will be awarded if the approval is not granted.

PART 5 - CERTIFICATIONS

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

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

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

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

(<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a bid non-compliant if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list at the time of contract award.

Canada will also have the right to terminate the contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list during the term of the contract.

The Bidder is requested to provide the Contracting Authority with a completed sub-form 5 of *Form 1 to Part 4 - RFP Submission Form*, Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder is requested to provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. *Form 1 to Part 4 - RFP Submission Form*, includes a copy of the certification.

5.1.2 Corporate Experiences of Bidder's Parent, Subsidiary and/or Affiliate

(a) Permission: Where the Bidder cites the corporate experience of its parent, subsidiary and/or affiliate, the Bidder certifies that it has obtained the permission from its parent, subsidiary and/or affiliate to use such experience in preparing the bid. Upon request from the Contracting Authority, the Bidder must provide a written confirmation, signed by its parent, subsidiary and/or affiliate, of the permission given to the Bidder.

(b) Agreement: Where the Bidder cites the corporate experience of its parent, subsidiary and/or affiliate, the Bidder certifies that, it has signed a formal agreement with its parent, subsidiary and/or affiliate, stipulating that should it be awarded a contract as a result of the bid solicitation, it can rely upon and use

all the corporate experience of its parent, subsidiary and/or affiliate cited in its bid to perform the Work throughout the entire contract period. Upon request from the Contracting Authority, the Bidder must provide a written confirmation, signed by its parent, subsidiary and/or affiliate, of the signed agreement.

(c) Replacement: Prior to contract award, if for reasons beyond its control, the winning Bidder is unable to use the cited experience, the Bidder may propose any replacement provided that the proposed replacement has equivalent or better corporate qualifications and experience. The Bidder must advise the Contracting Authority within fifteen (15) business days of the reason for the replacement and provide the name, qualifications and experience of the proposed replacement. Canada reserves the right to reject any replacement for any reason, should Canada consider the replacement's qualifications and experience to be lesser than its predecessor. If the Bidder cannot provide a satisfactory replacement, Canada may terminate the contract for default. For the purposes of this clause, only the following reasons may be considered as beyond the control of the Bidder: Bidder's agreement signed with its parent, subsidiary and/or affiliate is terminated for cause; Bidder's parent, subsidiary and/or affiliate is bankrupt, a merger or acquisition of Bidder's parent, subsidiary and/or affiliate occurs, or where, for whatever reason, its activities are rendered inoperable for an extended period.

5.2 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

Refer to *Form 1 to Part 4 - RFP Submission Form* for all additional certifications that must be submitted precedent to contract award.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENTS

6.1.1 Before award of a contract, the following conditions must be met:

- (a) The Bidder must hold a valid organization security clearance as described in Part 7 - Resulting Contract Clauses;
- (b) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as described in Part 7 - Resulting Contract Clauses; and
- (c) The Bidder's proposed location of work performance and document safeguarding must meet the security requirements as described in Part 7 - Resulting Contract Clauses.

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of PWGSC website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

6.1.4 In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

6.2 FINANCIAL CAPABILITY

6.2.1 SACC Manual clause [A9033T \(2012-07-16\)](#) Financial Capability inserted by reference, forms part of this bid solicitation (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T>).

Subsection 3 is deleted in its entirety and replaced with the following:

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

6.2.2 In the case of a joint venture Bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 - RESULTING CONTRACT CLAUSES

Note to the Bidders: The following clauses and conditions apply to and form part of any Contract resulting from the bid solicitation.

7.1 REQUIREMENT

7.1.1 _____ (the "**Contractor**") agrees to supply the services described in the Contract, including all the Annexes, in accordance with, and at the prices set out in the Contract.

7.1.2 **Client:** Under the Contract, the "**Client**" is Canadian Intellectual Property Office (CIPO) and any other organizations within Innovation, Science and Economic Development Canada (ISED).

7.1.3 **Reorganization of CIPO, ISED or PWGSC:** 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 CIPO, ISED or PWGSC. Reorganization, reconfiguration and restructuring includes the privatization of CIPO, ISED or PWGSC, 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 CIPO, ISED or PWGSC organization. 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.

7.1.4 **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.

7.1.5 Option to Add New Resource Categories

The Contractor grants Canada the right to add new Resource Categories, initiated by Canada or by the Contractor, for the provision of services under the Contract as described in *Annex A - Statement of Work*, as needed and at any time during the Contract, or during option periods, if exercised, under the same conditions and at prices which are to be negotiated in accordance with the Contract and *Annex B - Pricing Schedule*. Adding new Resource Categories will require a Contract amendment issued by the Contracting Authority.

7.2 TASK AUTHORIZATION

7.2.1 The Work to be performed under the Contract will be initiated through individual Task Authorizations (TAs) that are either outcome-based or task-based, on an "as and when requested" basis.

7.2.2 The Work described in each TA must be in accordance with the scope of the Contract and must follow the process as described in *Annex D - Task Authorization*.

7.2.3 The Contract may be amended by the Contracting Authority from time to time to reflect all TAs issued and approved to date, to document the Work performed under those TAs for administrative purposes.

7.2.4 Canada reserves the right, at any time, to acquire the requested Work by other means including to select other suppliers. For example, Canada may decide to acquire the requested Work by other

means when the Contractor provides a written proposal that has been rejected by Canada or the Contractor has contract performance issues.

7.3 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/1/2003/23>) issued by Public Works and Government Services Canada (PWGSC).

7.3.1 General Conditions

- (a) 2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/17>).
- (b) The 2035 General Conditions - Higher Complexity - Services, are amended as follows:

Replace section 08 "Replacement of specific individuals" with the following content:

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within 5 working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within 10 working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. The name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. Security information on the proposed replacement as specified by Canada, if applicable.
 - c. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. Exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under section titled "Default by the Contractor", or
 - b. Require the Contractor propose a replacement to be rated by the Project Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada.
 - c. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2.a. above, or require another replacement.
3. Where an Excusable Delay applies, Canada may require 2.b. above instead of terminating under the "Excusable Delay" section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized

replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.3.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

- (a) [4002 \(2010-08-16\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4002/3) Supplemental General Conditions - Software Development or Modification Services;
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4002/3>)
- (b) [4006 \(2010-08-16\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4006/3) Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information; and
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4006/3>)
- (c) [4008 \(2008-12-12\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4008/2) Supplemental General Conditions - Personal Information.
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4008/2>)

7.4 SECURITY REQUIREMENTS

The following security requirements (SRCL #9 and related clauses shown in *Appendix C*) as set out under Annex "B" to the Supply Arrangement, apply and form part of the Contract.

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate (CISD), PWGSC.
- (b) The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- (c) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
- (d) Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC.
- (e) The Contractor must comply with the provisions of the:
 - i) Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - ii) Industrial Security Manual (Latest Edition)

7.5 CONTRACT DURATION

7.5.1 Initial Period of the Contract

The Contract begins on the date of Contract award and ends two (2) years later.

7.5.2 Option to Extend the Contract

- (a) The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- (b) Canada may exercise this option at any time by sending a written notice to the Contractor at least one month 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.

7.6 AUTHORITIES

7.6.1 Contracting Authority

The Contracting Authority for the Contract is: *(to be confirmed at contract award)*

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

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

7.6.2 Project Authority

The Project Authority for the Contract is: *(to be confirmed at contract award)*

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

The Project 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 Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Contract amendment issued by the Contracting Authority.

7.6.3 Contractor's Representative

The Contractor's Representative for the Contract is: *(to be confirmed at contract award)*

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

7.7 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](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (PSSA) pension (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>), the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html) of the Treasury Board Secretariat of Canada. (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html>)

7.8 PAYMENT

7.8.1 Basis of Payment

For all Basis of Payment outlined below, 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.

(a) **Professional Services Provided under a Task Authorization with a Maximum Price**

For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked under each Task Authorization and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in *Annex B - Pricing Schedule* of this Contract, Applicable Taxes extra. Partial days and extra hours will be prorated based on actual hours worked based on a 7.5-hour workday.

(b) **Firm Price TA**

When the applicable Basis of Payment specified in a TA authorized and issued under the Contract is firm price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm price stipulated in the authorized TA, as determined in accordance with the Pricing Schedule cost elements in *Annex B*, customs duties are included and Applicable Taxes are extra.

(c) **Pre-Authorized Travel and Living Expenses:** Canada will not reimburse the Contractor for travel and living expenses incurred to perform the Work in the National Capital Region, nor will Canada reimburse for travel and living expenses incurred to travel from the Contractor's location to and from the National Capital Region. The Contractor will be able to charge for time spent travelling from the National Capital Region to Canada's work site(s), if such travel is requested by the Project Authority, at the per diem rates set out in the Contract, for Work outside the National Capital Region. Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work outside the National Capital Region, at cost, without any allowance for profit and/or administrative overhead, in accordance

with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

- (d) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded Contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

7.8.2 Minimum Work Guarantee

- (a) In this clause,
- (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding Applicable Taxes); and
 - (ii) **"Minimum Contract Value"** means **10 %** of the Maximum Contract Value on the date the contract is first issued.
- (b) In this clause, Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada requests work in the amount less than the Minimum Contract Value during the Contract Period, Canada will pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested and delivered, up to the Minimum Contract Value.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
- (i) For default;
 - (ii) For convenience as a result of any decision or recommendation of a tribunal or court that the Contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) For convenience within ten (10) business days of Contract award.

7.8.3 Limitation of Expenditure - Cumulative Total of All Task Authorization

- (a) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (*to be confirmed at contract award*). Customs duties are included and Applicable Taxes are extra.

- (b) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (c) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) When it is 75 percent committed; or
 - (ii) Four (4) months before the Contract expiry date; or
 - (iii) As soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,Whichever comes first.
- (d) If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.8.4 Method of Payment

Canada's method of payment includes any of the following options or the combination of the following options. The specific method of payment will be defined in each TA.

- (a) **Task Authorizations with a Maximum Price:** For each individual Task Authorization issued under the Contract that contains a maximum price:
 - (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked under each Task Authorization to support the charges claimed in the invoice.
 - (ii) Once Canada has paid the maximum price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the Task Authorization, all of which is required to be performed for the maximum price. If the work described in the Task Authorization is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum price, Canada is only required to pay for the time spent performing the work related to that Task Authorization.
- (b) **Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:
 - (i) An accurate and complete invoice for work under each Task Authorization, and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) All such documents have been verified and accepted by Canada; and
 - (iii) The Work delivered has been accepted by Canada.
- (c) **Milestone Payments:** Canada will make milestone payments in accordance with the payment provisions of the TA and Contract and in accordance with the Schedule of Milestones detailed in the TA or Contract and the payment provisions of the Contract if:
 - (i) An accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1111-eng.html>), and any other

document required by the Contract have been submitted for each portion of work (TA/Contract) and accepted by Canada in accordance with the invoicing instructions provided in the Contract;

- (ii) All the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives; and
- (iii) All work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

(d) Progress Payments

- (i) Canada will make progress payments in accordance with the payment provisions of the Contract for the Work described in *Annex A - Statement of Work*, and TA(s), no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - (1) An accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#) Claim for Progress Payment for each portion of work (Contract/TA), and any other document required by the Contract and TA have been submitted and accepted by Canada in accordance with the invoicing instructions provided in the Contract;
 - (2) The amount claimed is in accordance with the Basis of Payment and TA;
 - (3) The total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under Contract for the Work described in *Annex A - Statement of Work*, and the TA; and
 - (4) All certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
- (ii) The balance of the amount payable will be paid in accordance with the payment provisions of the Contract and TA upon completion and delivery of all work required under the Contract for the Work described in *Annex A - Statement of Work*, and TA if the Work has been accepted by Canada and a final claim for the payment is submitted.

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract or TA from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

(e) Monthly Payment

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

- (i) An accurate and complete invoice for each portion of work and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) All such documents have been verified and accepted by Canada; and
- (iii) The Work performed has been accepted by Canada.

7.8.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment with thirty (30) calendar days, at Canada's request.

7.8.6 Payment Credits

(a) Failure to Provide Resource

- (i) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each working day (or partial day) of delay in providing the resource, up to a maximum of ten (10) working days.
- (ii) **Corrective Measures:** If credits are payable under this Article for two (2) consecutive months or for three (3) months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Project Authority and the Contracting Authority and twenty (20) working days to rectify the underlying problem.
- (iii) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor 3-month written notice of its intent, if any of the following apply:
 - (1) The total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 - (2) The corrective measures required of the Contractor described above are not met.

This termination will be effective when the three (3) month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three (3) months.

- (b) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (c) **Credits Represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (d) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (e) **Canada's Rights & Remedies Not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (f) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by

providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.8.7 No Responsibility to Pay for Work Not Performed Due to Closure of Government Offices

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.

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.

7.8.8 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

[At contract award, the electronic payment instrument(s) identified by the Bidder in Form 1 to Part 4 - RFP Submission Form, Sub-form 2, will be included in this clause.]

7.9 INVOICING INSTRUCTIONS

7.9.1 Invoicing Instructions - General

- 7.9.1.1 The Contractor must submit invoices in accordance with the information requested in the [2035 \(2018-06-21\)](#) General Conditions and specific instructions provided in each TA.
- 7.9.1.2 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 of the Contract, including any charges for Work performed by subcontractors.
- 7.9.1.3 The Contractor must provide the original of each invoice or Claim for Progress Payment to the Project Authority and Contracting Authority.
- 7.9.1.4 The Contractor must submit a detailed monthly cumulative expenditure tracking report to the Project Authority for approval.
- 7.9.1.5 The Contractor must submit a copy of the detailed monthly cumulative expenditure tracking report to the Contracting Authority, as approved by the Project Authority.

7.9.2 Invoicing Instructions - Progress Payment Claim - Supporting Documentation Required

- 7.9.2.1 The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. Each claim must show:

- a. All information required on form [PWGSC-TPSGC 1111](#);
- b. All applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. A list of all expenses (if applicable);
- d. The description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. A copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- b. A copy of the monthly progress report.

7.9.2.2 The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment action.

7.9.2.3 The Contractor must not submit claims until all work identified in the claim is completed.

7.10 CERTIFICATIONS AND ADDITIONAL INFORMATION

7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire term of the Contract. If the Contractor does not comply with any certification, fails to provide the associated 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.

7.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.11 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *(to be confirmed at contract award)*, Canada.

7.12 PRIORITY OF DOCUMENTS

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

- (a) The Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;

- (b) 4002(2010-08-16) Supplemental General Conditions - Software Development or Modification Services;
- (c) 4006 (2010-08-16) Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (d) 4008 (2008-12-12) Supplemental General Conditions - Personal Information;
- (e) 2035 (2018-06-21) General Conditions - Higher Complexity - Services;
- (f) Annex A - Statement of Work;
- (g) Annex B - Pricing Schedule;
- (h) Annex C - Security Requirement Check List;
- (i) Annex D - Task Authorization (TA);
- (j) Annex E - Contract Performance Management;
- (k) The signed Task Authorizations (including all of its annexes, if any); and
- (l) The Contractor's bid (referred hereinafter as the "bid") which consist of the following:
 - i. The Contractor's bid dated _____, *(insert date of bid in any resulting contract)*, as amended _____ *(insert date(s) of amendment(s) if applicable in any resulting Contract)*, 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 web link) in the bid; and
 - ii. The Contractor's bid clarification during the bid evaluation process dated _____ *(insert date if bid clarification, as required, in any resulting contract)*.

7.13 FOREIGN NATIONALS

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.14 INSURANCE REQUIREMENTS

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.15 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

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

7.15.2 First Party Liability:

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

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

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

7.15.3 Third Party Claims:

- (a) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally

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

- (b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 7.15.3.

7.16 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 term of the Contract 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.

7.17 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 Project 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, additional security requirements may apply.

7.18 TRANSITION SERVICES AT THE END OF THE CONTRACT PERIOD

The Contractor agrees to provide transition services as identified in the Statement of Work, and it will make all reasonable efforts to assist Canada in the transition from the Contractor to a new contract with another supplier or to CIPO, whichever the case may be.

7.19 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 (GC) meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee.
- (b) During the performance of any Work at a GC 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 GC e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Project Authority and the Contracting Authority, and twenty (20) working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

7.20 NON-DISCLOSURE AGREEMENT

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed *Appendix 4 to Annex D - Non-Disclosure Agreement and Conflict of Interest Declaration*, before they are given access to information by or on behalf of Canada in connection with the Work. The Contractor must retain all signed copies and if requested by the Contracting Authority, the Contractor must provide the Contracting Authority with a copy of all signed documents.

7.21 JOINT VENTURE CONTRACTOR

(To be deleted if the Contractor is not a joint venture. Otherwise, the necessary information will be filled in. If there are specific provisions that apply to each of the members, rather than to the JV contractor as a whole, appropriate wording will be added to paragraph (f). If the contract is being awarded to a joint venture Contractor, all the members of the JV may be asked to sign the contract.)

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

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

7.22 CORPORATE EXPERIENCES OF CONTRACTOR'S PARENT, SUBSIDIARY AND/OR AFFILIATE

- (a) Where the Contractor cites the corporate experience of its parent, subsidiary and/or affiliate to meet evaluation criteria of the RFP, the Contractor certifies that, it has signed a formal agreement with its parent, subsidiary and/or affiliate, stipulating that it can rely upon and use all the corporate experience of its parent, subsidiary and/or affiliate cited in its bid to perform the Work throughout the entire Contract period. Upon request from the Contracting Authority, the Contractor must provide a written confirmation, signed by its parent, subsidiary and/or affiliate, of the signed agreement.
- (b) During the performance of the Contract, if for reasons beyond its control, the Contractor is unable to use the cited experience, the Contractor may propose any replacement provided that the proposed replacement has equivalent or better corporate qualifications and experience. The Contractor must advise the Contracting Authority within fifteen (15) business days of the reason for the replacement and provide the name, qualifications and experience of the proposed replacement. Canada reserves the right to reject any replacement for any reason, should Canada consider the replacement's qualifications and experience to be lesser than its predecessor. If the Contractor cannot provide a satisfactory replacement, Canada may terminate the Contract for default. For the purposes of this clause, only the following reasons may be considered as beyond the control of the Contractor: Contractor's agreement signed with its parent, subsidiary and/or affiliate is terminated for cause; Contractor's parent, subsidiary and/or affiliate is bankrupt, a merger or acquisition of Contractor's parent, subsidiary and/or affiliate occurs, or where, for whatever reason, its activities are rendered inoperable for an extended period.

ANNEX A - STATEMENT OF WORK

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SECTION 1 - OVERVIEW OF CANADIAN INTELLECTUAL PROPERTY OFFICE

The Canadian Intellectual Property Office (CIPO) is a part of Innovation, Science and Economic Development Canada (ISED). It is a Special Operating Agency and is responsible for the administration and processing of the greater part of Intellectual Property (IP) in Canada. CIPO's areas of activity include patents, trademarks, copyright, industrial designs and integrated circuit topographies.

CIPO's mandate is to deliver high quality and timely IP products and services to customers and to increase awareness, knowledge and effective use of IP by Canadians.

Detailed information about CIPO is available at:

https://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/h_wr00025.html.

1.1 VISION AND MISSION

CIPO's vision is to provide leadership and expertise in intellectual property to support creativity, enhance innovation and to contribute to economic success.

CIPO's mission is to contribute to Canada's innovation and economic success by:

- (a) Providing greater certainty in the marketplace through high-quality and timely IP rights;
- (b) Fostering and supporting invention and creativity through knowledge sharing;
- (c) Raising awareness to encourage innovators to better exploit IP;
- (d) Helping businesses compete globally through international cooperation and the promotion of Canada's IP interests; and
- (e) Administering Canada's IP system and office efficiently and effectively.

1.2 FIVE-YEAR BUSINESS STRATEGY (2017-2022)

CIPO is guided by a Five-Year Business Strategy that sets the priorities in the following areas to support its vision and mission statement:

- (a) Helping advance innovation by enhancing the IP system in Canada and globally;
- (b) Continuing to improve the quality, timeliness and the efficiency of IP rights that CIPO grants;
- (c) Providing innovators in Canada with the IP knowledge needed to succeed;
- (d) Offering a modern service experience that is responsive to the needs of clients; and
- (e) Fostering an agile and high-performing organization.

Detailed information about the Five-Year Business Strategy is available at:

[https://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/vwapi/StrategieAffaires-BusinessStrategy20172022-eng.pdf/\\$FILE/StrategieAffaires-BusinessStrategy20172022-eng.pdf](https://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/vwapi/StrategieAffaires-BusinessStrategy20172022-eng.pdf/$FILE/StrategieAffaires-BusinessStrategy20172022-eng.pdf).

1.3 LINES OF BUSINESS

CIPO consists of the following lines of business:

- (a) **Corporate Services:** is responsible for providing corporate direction and leadership in addressing critical corporate and service delivery issues affecting CIPO's ability and capability to meet its strategic objectives and operational goals;
- (b) **Business Services:** handles corporate marketing and communication services, the IP Awareness and Education Program and the CIPO Service Strategy. It also handles the

development of strategic and client-centric approaches to support the integrated delivery of CIPO services including client feedback and analytics, client experience research, client engagement management and client relationship management;

- (c) **Patents:** handles all aspects of the patent granting process within Canada;
- (d) **Patent Appeal Board:** is an advisory body made up of senior Patent Office officials who advise and provide recommendations to the Commissioner of Patents;
- (e) **Trademarks:** handles all aspects of the registration of trademarks in Canada;
- (f) **Trademarks Opposition Board:** acts on behalf of the Registrar in relation to opposition proceedings; and
- (g) **Copyright and Industrial Designs:** handles all aspects of registering copyrights, industrial designs and integrated circuit topographies in Canada.

1.4 BUSINESS VOLUMES

The business volume of CIPO's IP products and services has been stable with minimal fluctuations. Based on historical trends, it is forecasted that volumes will continue to remain stable. Appendix 1 to Annex A provides the volumetric data collected for 2015-2016 and 2016-2017.

SECTION 2 - CIPO IT MODERNIZATION

The IT systems at CIPO are a mixture of decade old applications and supporting technologies that can no longer be adequately maintained or enhanced as the development platforms are either obsolete or reaching end-of-life. To account for this, as a stop-gap solution, new system components were layered in over the old. However, this approach proved costly, complex, unstable and difficult to sustain as it hindered the implementation of required legislative and regulatory changes. Given this, the CIPO IT Modernization (ITM) initiative was created to iteratively replace CIPO's aging IT processing environment. Specifically, ITM aims to align the IT structure, process and people to optimize efficiencies and effectiveness with a view of improving client experience. It is a CIPO-wide effort, in cooperation with the Digital Transformation Services Sector of ISED, to leverage new technologies to modernize, harmonize, and integrate IP services currently limited to their respective line of business (LOB).

2.1 VISION AND MANDATE

The vision of ITM is to deliver a modern digital environment that supports CIPO's efficient delivery of high quality IP products and services that are responsive to clients' needs.

The mandate of ITM is to replace outdated, costly and inflexible legacy systems with modern, user-friendly and adaptable technologies.

2.2 OBJECTIVES

The objectives of ITM include, but are not limited to: modernizing an aging IT infrastructure; introducing more modern, flexible technologies; and supporting CIPO's evolving needs and the needs of its clients.

The objectives will be achieved by applying a range of technology and process improvements to how CIPO engages, interacts with, and provides services and information to clients, by:

- (a) Simplifying current access points and increasing self-serve capabilities;
- (b) Organizing information, services and tasks from the client's perspective including user centric design and user experience improvements;
- (c) Allowing clients to find the CIPO program and service information, register for these services, submit information as required, make payments and report and track service requests;
- (d) Tracking service requests from the time of initiation through to final resolution;
- (e) Standardizing processes and service standards across the lines of business for all existing and potential clients, providing a uniform, consistent and predictable high quality experience; and
- (f) Providing a common technology platform for both clients and staff to make them more knowledgeable, engaged and responsive in a contemporary and collaborative environment.

2.3 BENEFITS AND OUTCOMES

The expected key benefits and outcomes from ITM are highlighted in the figure below:

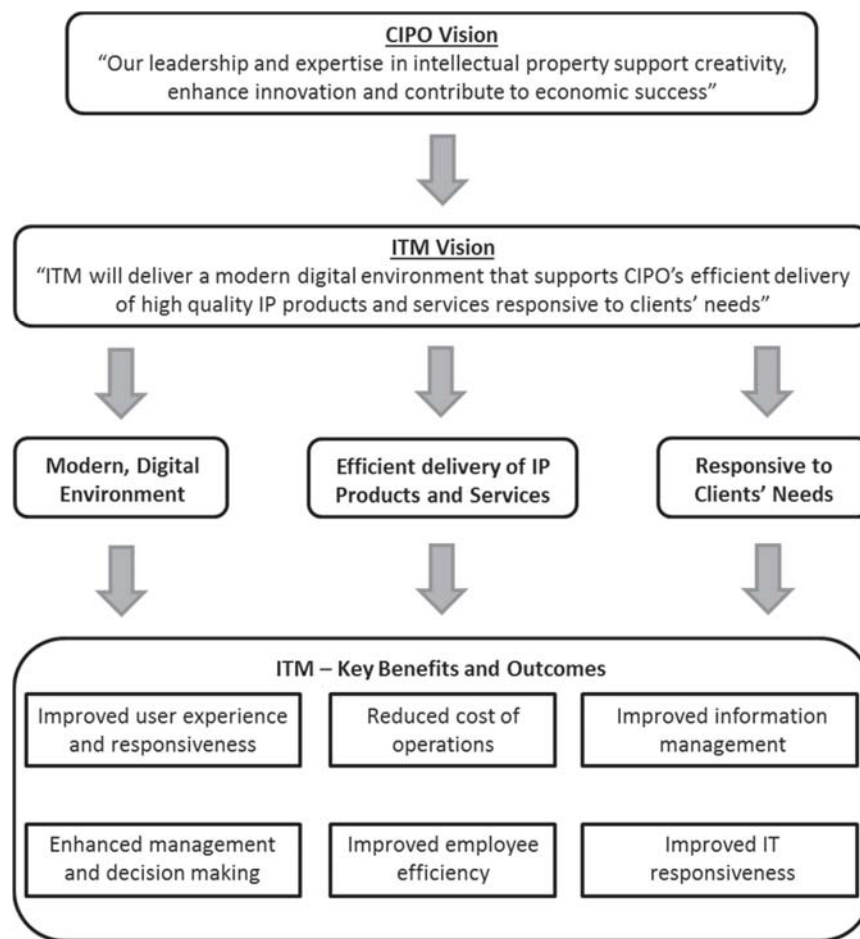


Figure 1 - ITM Key Benefits and Outcomes

2.4 PORTFOLIOS AND GOVERNANCE

While there are other requirements and activities under ITM, the modernization, harmonization and integration focuses on the following two key portfolios:

(a) CIPO Digital Services (CDS)

CDS are required for CIPO to provide leading edge, innovative service to clients, enabling them to conduct business transactions with CIPO through a variety of delivery channels. As of November 2019, the following initiatives are anticipated for CDS: (i) Electronic Filing of Patent Applications, (ii) Online Services Improvements, (iii) Data Dissemination Modernization, (iv) Smart Search, (v) Electronic Dossier and (vi) Client Relationship Management.

(b) Intellectual Property Rights Management Services (IPRMS)

IPRMS are required for CIPO to deliver on its mission and administer Canada’s IP system. This portfolio includes the foundational aspects of CIPO and is used to manage case and workflow as well as document and file management. The services are not accessible directly by external stakeholders; however, certain information and documents managed therein may be accessed via systems developed under the CDS portfolio. As of November 2019, the following initiatives

are anticipated for IPRMS: (i) IP Case and Workflow Solutions for Patents and Patent Appeal Board, (ii) IP Case and Workflow Solutions for Trademarks and Trademarks Opposition Board, (iii) IP Case and Workflow Solutions for Copyrights and Industrial Designs, (iv) Integrated Financial System, and (v) IP Document and File Management.

The Contractor to provide Business Partner Services will be required to consult and work collaboratively with Technology Partners, GC employees (i.e. ISED informatics resources, digital design resources and other CIPO resources) and other GC partners for the duration of the contract as the Technology Partner Services and the Business Partner Services will be performed concurrently to deliver solutions under the CDS and IPRMS portfolios. The Contractor for the Business Partner Services is referred to hereafter as the "Business Partner".

The current CIPO ITM Governance is outlined in Appendix 2 to Annex A.

2.5 STRATEGIES AND INITIATIVES

GC strategies and initiatives may have a direct or indirect impact on CIPO ITM. These include, but are not limited to the following:

(a) Digital Government for Business Program

The Digital Government for Business aims to integrate government programs and services to make it easier for Canadian businesses to grow, compete and prosper. To achieve this, ISED will play a leadership role across government by changing how public servants work, accelerating digital innovation and creating a frictionless digital experience and lead by example with internal leadership alignment on program and investments for digital services to business. CIPO's Online Services Improvements initiative is an integral part of this program and as such the solution should provide a consolidated digital experience, eliminate the complexity of the existing digital services and reduce the administrative burden on service delivery.

(b) Cloud First Adoption Strategy

The GC Cloud First Adoption Strategy provides directions and sets an order of preference when selecting a cloud deployment model. Public cloud services will be the priority choice for departments; private clouds will only be used when department's needs cannot be met by public clouds. More information is available at:

<https://www.canada.ca/en/government/system/digital-government/modern-emerging-technologies/cloud-services/government-canada-cloud-adoption-strategy.html>.

(c) ISED Digital Strategy

The ISED Digital Strategy aims to change how the department works, leverage modern digital and data technologies, create a seamless web and mobile experience, modernize service delivery and make it easier for Business to access government programs and services.

(d) GC Digital Standards

The GC Digital Standards form the foundation of the government's shift to becoming more agile, open and user-focused and will guide the organizations in designing digital services in a way that best serves Canadians. More information is available at:

<https://www.canada.ca/en/government/publicservice/modernizing/government-canada-digital-standards.html>.

(e) GC Data Strategy

The GC Data Strategy focuses on how GC can improve the way it creates, protects, uses, manages and shares data to improve the lives of Canadians and support businesses, researchers and the not-for-profit sector, and how it makes decisions on policy and programs. It builds on current federal data initiatives to ensure complementarity, coherence and transparency, so that emerging opportunities are understood and quickly acted upon. More information is available at:

<https://www.canada.ca/en/privy-council/corporate/clerk/publications/data-strategy.html>.

(f) ISED Service Management Strategy

ISED's Service Management Strategy (SMS) is a five-year plan for improving the services for business. It identifies five key principles (client-centric, service excellence, collaboration and partnerships, digital by design and effectiveness and efficiency), a service vision to guide service transformation efforts and expected outcomes and key performance indicators to track and measure the effectiveness towards achieving service improvement results for clients.

(g) CIPO Service Strategy

The CIPO Service Strategy puts the government-wide priority on service into action. It aligns with the Innovation Agenda, the Treasury Board Secretariat Policy on Service and the ISED Service Management Strategy, and actively contributes to the delivery of associated plans. CIPO's Service Strategy vision is Service Excellence. Through the vision, CIPO strives to ensure that clients have an experience that is high quality, timely and accessible.

(h) CIPO's Client Feedback Framework

As part of the commitments under the ISED Service Management Strategy and CIPO Service Strategy, CIPO designed a client feedback framework to systematically collect, monitor and respond to client feedback, enabling continuous service improvement input driven by clients. Ongoing feedback on service delivery is a critical component of the CIPO Service Strategy to better understand clients' needs, prioritize actions, and demonstrate the impact of service initiatives and programs.

(i) Data Centre Consolidation

This is a Shared Services Canada (SSC) initiative that aims to consolidate over 700 legacy data centres into fewer enterprise data centres with the goals to reduce the GC carbon footprint, establish state-of-the-art data centres with built-in green technology and energy efficiency and to leverage faster, better, and more secure technology to protect against physical and cyber threats.

2.6 ITM KEY PRINCIPLES AND FRAMEWORKS

CIPO's ITM follows a number of key principles and frameworks. These include, but are not limited to the following:

(a) CIPO Investment Planning Approach

Refers to the effective and efficient allocation of resources of new and existing assets and acquired services. Effective investment planning ensures resources are allocated in a manner that clearly supports targeted outcomes and organizational priorities.

(b) CIPO Project Management Framework

Refers to the standard Project Management practices used to manage the initiatives under the umbrella of the ITM Program. Based on the Project Management Body of Knowledge (PMBOK® Guide), it provides guidelines, rules and characteristic for project, program and portfolio management.

(c) CIPO Enterprise Architecture

Refers to a framework for conducting enterprise analysis, design, planning and implementation for the successful development and execution of strategy. Enterprise architecture applies architecture principles and practices to guide organizations through the business, information, process and technology changes necessary to execute the strategies.

(d) ISED Stage-Gate Framework

Refers to a framework that promotes sound stewardship of departmental resources by ensuring projects in the Department are individually and collectively well-managed, and that the projects generate expected benefits. It defines the stage-gate process from idea generation to project close-out, the gating committee and project deliverables amongst others.

(e) ISED Integrated Risk Management Framework

Refers to a framework that recognizes the need for GC programs to assess, manage and monitor a vast array of risks that could impede the delivery objectives of GC programs at ISED. It provides ISED program managers with a systematic and integrated approach to managing risk proactively at the program level and the project level, so as to enhance operational effectiveness and strengthen departmental accountability and governance.

(f) ITM Program Risk Management

Refers to a framework that ensures that risk and uncertainty levels are managed appropriately throughout initiatives within CIPO ITM.

(g) Client Relationship Management

Refers to a framework and processes that support the combination of marketing efforts with business processes in order to identify, pursue and manage valuable client relationships using GC recommended applications.

(h) GCDOCS

Refers to the document management system used by GC.

SECTION 3 - BPS REQUIREMENTS

CIPO adopted a Portfolio Management approach, to better support and manage the delivery of solutions under ITM by creating business-led, dedicated and integrated portfolio teams. While there are other requirements and activities under CIPO ITM, the modernization, harmonization and integration focuses on delivering initiatives under two key portfolios, CDS and IPRMS.

CDS Portfolio

The CDS portfolio of ITM is committed to improving client service by bringing more digital services and IP data online and by making business interactions with CIPO simpler and easier for innovators and their representatives. The vision for CDS is to offer improved, harmonized and seamless digital services in a secure space that is relevant, accessible and easy to use.

CIPO's Five-Year Business Strategy has taken account of the current challenges and opportunities facing innovators and CIPO, and has set in motion strategic directions for CDS to more directly support innovators and the innovation cycle in Canada. The strategic directions for CDS have and continue to be informed by the findings from the CIPO Client Satisfaction Survey, a product developed to support the CIPO Service Strategy and ISED Service Management Strategy. The survey was conducted in 2017-18 and established a baseline client satisfaction measure against which future progress and trends will be assessed. Additionally, the measures have shaped the strategic direction forward and better positioned CIPO to meet or surpass the needs and expectations of its clients. Towards this, CIPO is committing to offer a modern service experience by providing a consistent and client-centric service experience, enhancing web presence, promoting self-service and improving online transactions and improving access to IP data. Additional information about the Client Satisfaction Survey is available at: <https://www.ic.gc.ca/eic/site/112.nsf/eng/07653.html>.

IPRMS Portfolio

The IPRMS portfolio of ITM is committed to improving capabilities that directly or indirectly support the administration of IP rights by introducing tools that support quality and timely IP rights management. The vision for IPRMS is to offer harmonized and seamless IP rights management services that are streamlined, accessible, modern and easy to use.

3.1 PROBLEM STATEMENT

ISED has limited experience and knowledge in delivering business and IT modernization, harmonization and system integration across its lines of business where IP products and services are offered based upon their respective business process and aging individual IT platforms.

3.2 REQUIREMENTS OVERVIEW / SCOPE OF WORK

Business Partner Services (BPS) are required to lead and manage the modernization, harmonization and integration of enterprise-wide business and technology solution(s). These services will be initiated through individual Task Authorizations (TAs) that are either outcome-based or task-based, on an "as and when requested" basis.

The BPS include, but are not limited to, the following service categories:

- (a) Enterprise-wide Business Services;
- (b) Enterprise-wide Management Services; and

(c) Procurement Support Services.

Service requirements for each service category are described in Subsection 3.5, 3.6 and 3.7 respectively. Resource requirements and additional requirements are described respectively in Subsections 3.8 and 3.9. Additional detailed work-specific requirements will be defined and provided in each TA. The Business Partner must meet all the requirements defined herein and within each TA.

3.3 KEY BPS ACTIVITIES

CIPO has identified the following key BPS activities. The descriptions provided herein are high-level and non-comprehensive. The activities below are subject to change and additional initiatives may be identified throughout the modernization process.

(a) Designing CIPO's Enterprise Architecture and Target Operating Model

A high level view of the current state of CIPO's operating model is presented in Figure 2 below and depicts the many separate and siloed routes customers and employees must navigate to obtain services from CIPO's LOBs. In order for CIPO to transition from the current state to the Target Operating Model (TOM), an analysis, design and modelling of the CIPO enterprise architecture is required to guide the organization through the business, information, process and technology changes required by ITM.

CIPO's business modernization should be grounded on sound architectural principles and best practices that will, harmonize and integrate the organization-wide enterprise architectural framework and will establish a strong governance to manage and continually improve the service lifecycle of IP products and services.

(b) Developing CIPO's Enterprise-wide Business Processes

Each LOB has its own respective business processes which are supported by separate aging platforms that can no longer be adequately maintained or enhanced. The new enterprise-wide business processes should rethink and redesign the way work is done across LOBs to better support CIPO's objectives and include but are not limited to analysing activity models, as-is process models and human resource models as well as designing and validating to-be process models and organizational structure. The organizational-wide change management, stakeholder engagement and communications aspects required to transition CIPO to modern business processes, should be carefully planned and executed to encourage buy-in from LOBs and encourage long term adoption of the new business processes and cultural change.

CIPO's business modernization should create a set of reusable business-aligned IT services and capabilities that correlate directly to business process activities. It should utilize modern technology to automate previously manual processes and integrate and streamline process streams previously limited to their respective lines of business to create a seamless end-to-end customer experience.

(c) Designing CIPO's Enterprise-wide Technology Solution(s)

CIPO's current IT systems are a mixture of decade old applications and supporting technologies that can no longer be adequately maintained or enhanced as the development platforms are either obsolete or reaching end-of-life. Many stop-gap solutions have been layered over the old technologies and are proved costly, complex and difficult to sustain.

The new technology solution should align with the Target Operating Model and the enterprise-wide business processes and includes but is not limited to the analysis and design of software

and the configuration of hardware resources to support ITM. A high-level/conceptual design of the applications, information systems, integration, and infrastructure elements should be completed utilizing CIPO's guidelines and best practices. The high-level technology solution should be further expanded into a detailed solution that identifies the key components of the IT/application architecture. These components will be used to select and prototype the applications that will best meet CIPO's requirements and must be based on modern, proven, cost-effective and readily accessible technologies including but not limited to commercial off the shelf (COTS) solutions, custom in-house applications, enhancements to existing systems, cloud computing and SSC infrastructure.

(d) Developing a Portfolio Management and Project Management Framework

CIPO established dedicated and integrated CDS and IPRMS portfolio teams to better support and manage the delivery of solutions under ITM. These portfolios should mitigate risk and enable alignment while encouraging the use of innovative tools and project management approaches including but not limited to agile, iterative and prototyping. Best practices for the establishment and operationalization of a Portfolio Management Board are required to define the key roles and responsibilities, ensure a consistent framework across Business Partner and Technology Partners and establish a common governance function across all stakeholders involved in ITM. A best practices project management methodology must be implemented that integrates an agile framework within ISED's existing stage-gate process.

(e) Supporting the CDS and IPRMS Portfolio Initiatives

The Business Partner is required to support the development of the CDS and IPRMS technology solutions by managing, leading and overseeing the transition towards a modern, harmonized and integrated CDS and IPRMS states. The Digital Playbook for ITM presented in Figure 3 below is used to illustrate an agile strategy for the types and levels of interactions and collaboration expected between the Business Partner and Technology Partners to deliver the ITM technology solutions. The CDS and IPRMS key activities are provided in Appendix 3 and 4 to Annex A, respectively.

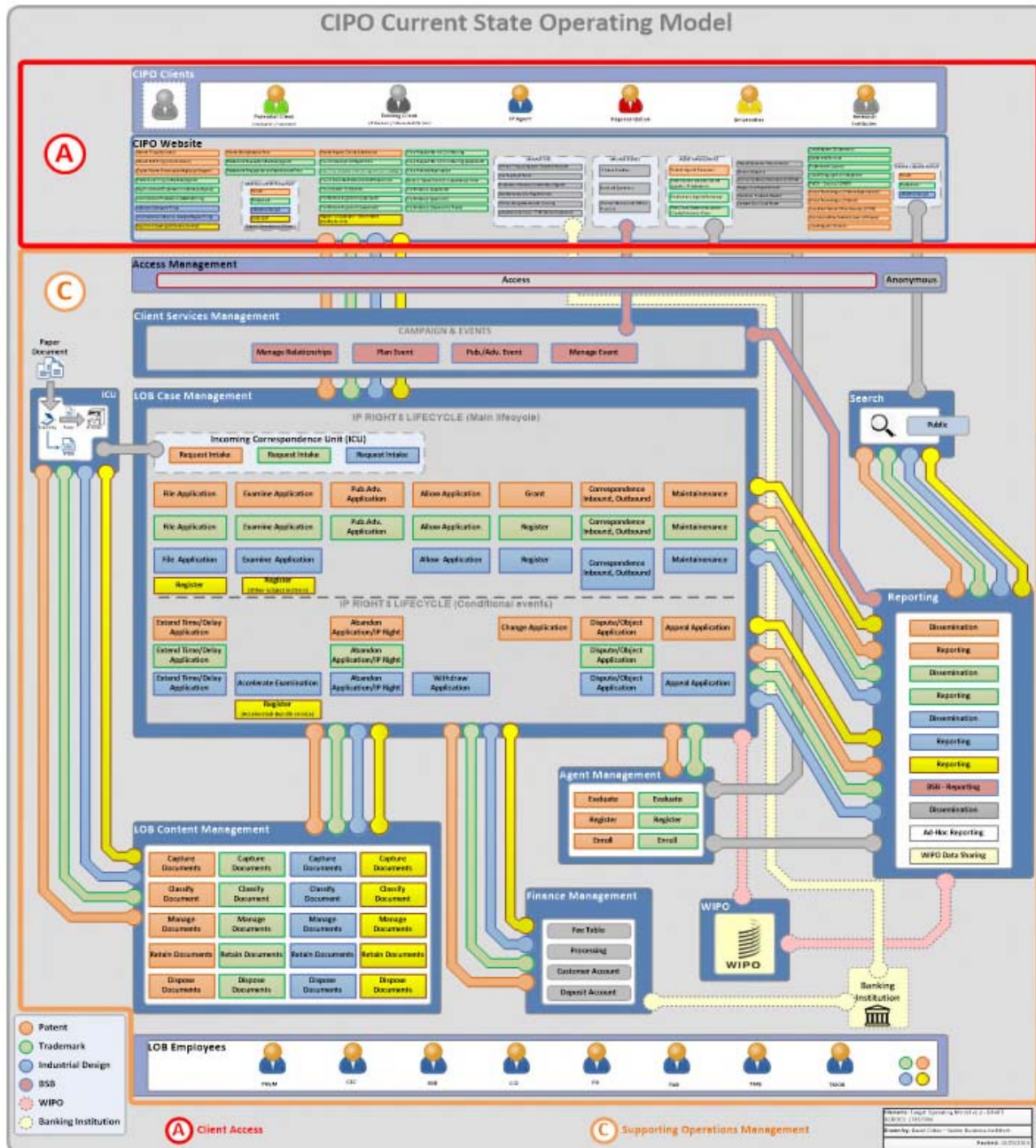


Figure 2 - Current Operating Model



Figure 3 - Digital Playbook for ITM

3.4 ITM FUTURE STATE

(a) ITM Business Future State

CIPO ITM envisions a business target state that consists of the following:

- (i) A set of efficient and reusable business-aligned IT services and capabilities that correlate directly to business process activities;
- (ii) A modern, harmonized and integrated organization-wide enterprise architecture framework based on industry best practices; and
- (iii) A strong governance to manage and continually improve the service lifecycle of IP products and services.

A high level view of the CIPO ITM business target operating model is presented below.

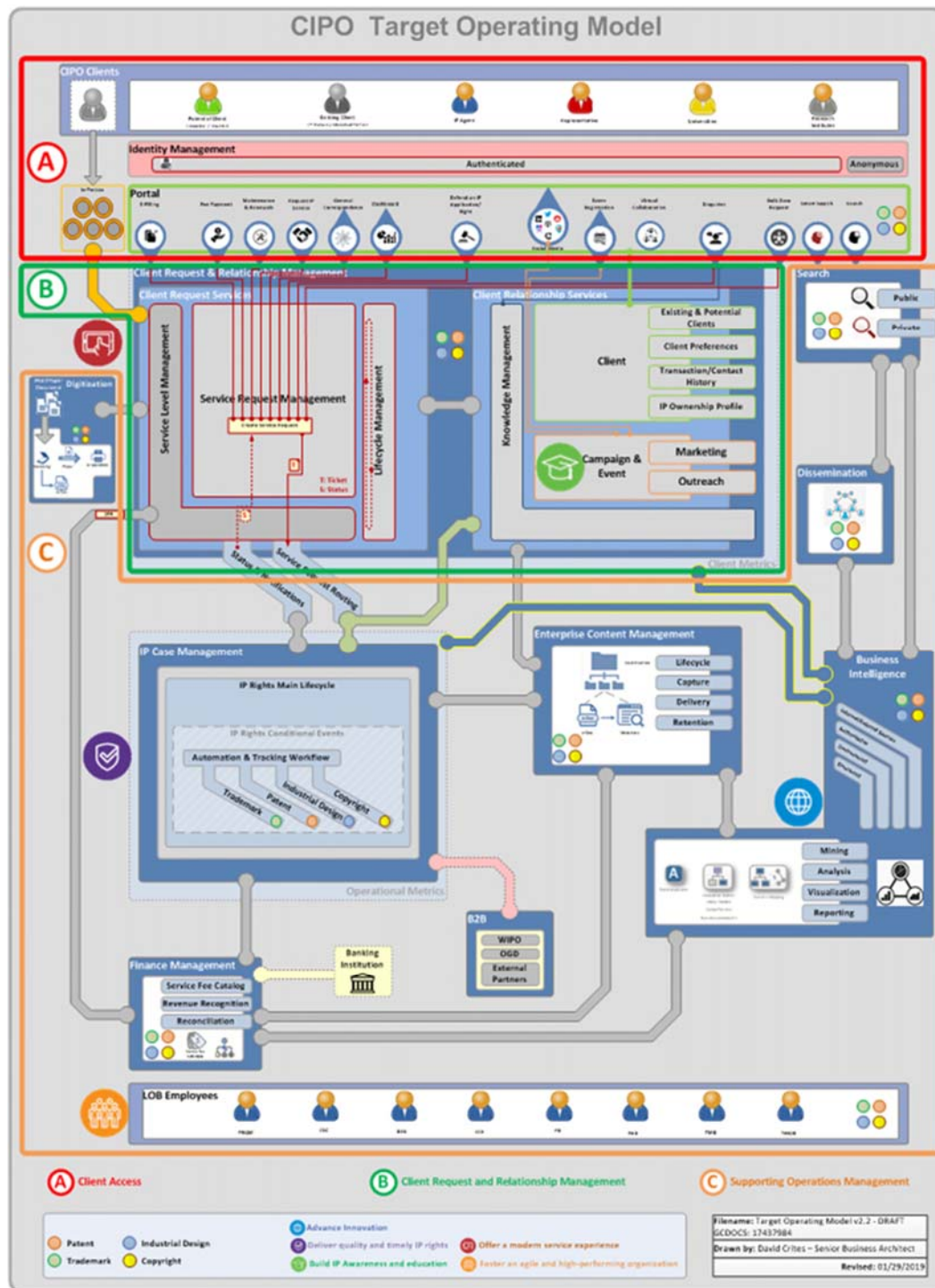


Figure 4 - ITM Business Target Operating Model

(b) CDS Future State

CIPO envisions a CDS future state that:

- (i) Offers a consistent and seamless service experience;
- (ii) Is created based on the needs and expectations of external clients;
- (iii) Saves clients time and money in conducting business with CIPO;
- (iv) Minimizes internal infrastructure needs by leveraging cloud technology;
- (v) Increases client confidence in CIPO digital services; and
- (vi) Reduces administrative burden by making IP processes smoother and streamlined.

An overview of the expected CDS future state is illustrated below.

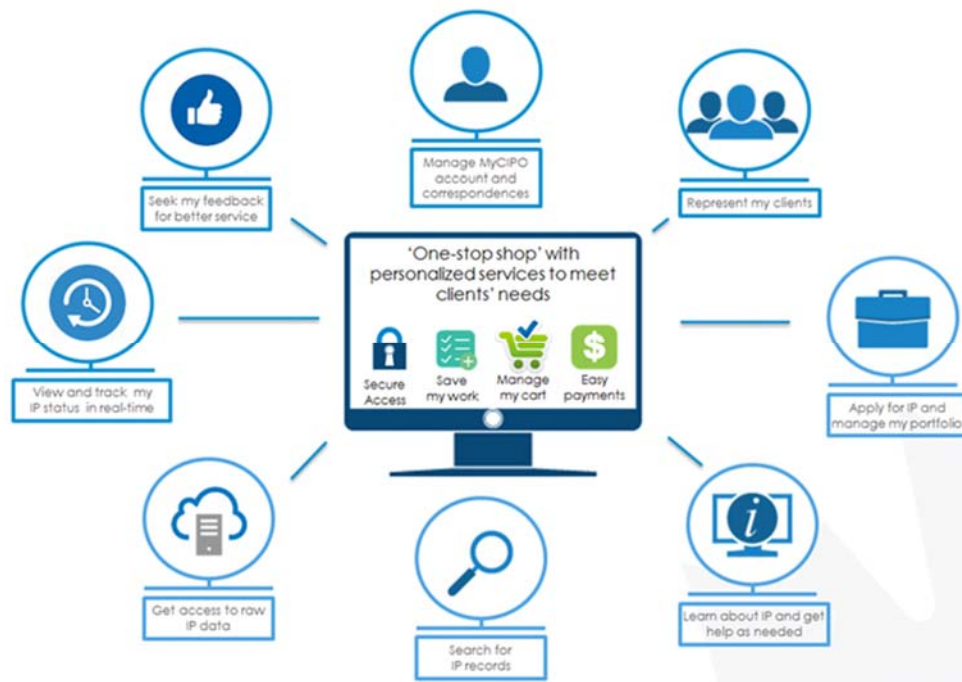


Figure 5 - CIPO ITM CDS Future State

(c) IPRMS Future State

CIPO envisions an IPRMS future state that:

- (i) Offers a streamlined and flexible service experience;
- (ii) Is created based on day-to-day business needs and expectations;
- (iii) Minimizes internal infrastructure needs by leveraging cloud technology;
- (iv) Facilitates the delivery of quality and timely IP rights;
- (v) Increases client confidence in IP rights management services; and
- (vi) Reduces administrative burden by harmonizing and integrating organization-wide IP processes.

An overview of the expected IPRMS future state is illustrated below.

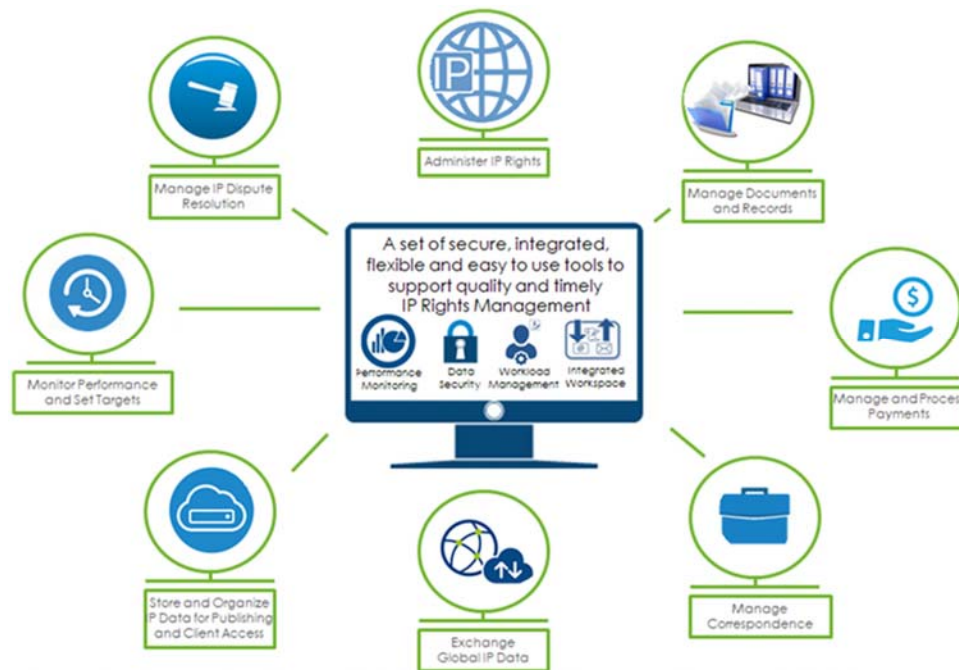


Figure 6 - CIPO ITM IPRMS Future State

3.5 ENTERPRISE-WIDE BUSINESS SERVICES

This section defines the Enterprise-wide Business Service requirements for CIPO ITM BPS as they relate to:

- (a) Business Solution;
- (b) Technology Solution; and
- (c) Service Integration.

The detailed requirements are further described below:

(a) Business Solution (BS)	
ID #	Requirements
BS-00	<p>Overview</p> <p>The Business Partner must provide leadership, management and advisory services to CIPO on Business Solution(s), which include but are not limited to:</p> <ul style="list-style-type: none">1) Reviewing Current State;2) Developing Target State;3) Developing Target State Implementation Strategy and Plan;4) Developing Business Solution;5) Supporting Business Solution Implementation;6) Supporting Business Solution Management; and7) Providing User Support and Knowledge Transfer. <p>Each Business Solution requirement is further described below:</p>
BS-01	<p>1) Reviewing Current State</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none">a) Reviewing enterprise knowledge and related assets including, as a minimum:<ul style="list-style-type: none">(i) Vision, mandate, strategies and objectives;(ii) Frameworks, policies and regulations;(iii) Employee experience with/knowledge of the effectiveness of the current state and client feedback about the current state;(iv) Organization, structure and delivery models; and(v) Governance, authorities, and roles and responsibilities.b) Analysing the current state of CIPO's business and identifying non-documented components;c) Revising existing business knowledge and documenting non-documented components to ensure a complete and comprehensive view of CIPO's current business, including, as a minimum:<ul style="list-style-type: none">(i) Business design, governance and structure;(ii) Strategic objectives and plans;(iii) Service delivery plans and associated processes;(iv) Business management plans, prioritization and associated processes;

(a) Business Solution (BS)	
ID #	Requirements
	<ul style="list-style-type: none"> (v) Business performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans. <p>d) Collaborating with key stakeholders to review, revise, and obtaining GC approval on the view of the Current State.</p>
BS-02	<p>2) Developing Target State</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Identifying and reviewing industry best practices relevant to CIPO's business; b) Performing a gap analysis between Current State and industry best practices; c) Developing options to bridge the gap between Current State and industry best practices. Each option must include, as a minimum: <ul style="list-style-type: none"> (i) Assumptions, business rules and constraints; (ii) Advantages and disadvantages; (iii) Costs and benefits; (iv) Risks and issues; (v) Resource requirements; (vi) Timelines; and (vii) Priorities in the short, medium and long term. d) Collaborating with key stakeholders to review and revise developed options, and obtaining GC approval of the recommended option; e) Developing an enterprise-wide Target State based on the GC-approved option; f) Collaborating with key stakeholders to review, revise the Target State, and obtaining GC approval of the Target State; g) Monitoring, reviewing and reporting the effectiveness of the Target State, making continuous improvement to support changing business needs and ensuring ongoing alignment with enterprise-wide priorities; and h) For a), b), c) and e), services must be provided for, at a minimum: <ul style="list-style-type: none"> (i) Business design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery plans and associated processes; (iv) Business management plans, prioritization and associated processes; (v) Business performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans.

(a) Business Solution (BS)	
ID #	Requirements
BS-03	<p>3) Developing Target State Implementation Strategy and Plan</p> <p>The Business Partner must provide services including but not limited to:</p> <p>a) Developing an enterprise-wide Target State implementation strategy and plan that includes, at a minimum:</p> <ul style="list-style-type: none"> (i) Options, standards and methodologies; (ii) Estimates and management of resources, schedule and budget; (iii) Governance and stakeholder engagement; (iv) Pre-transition, transition and post-transition strategies; (v) Change management; (vi) Risk mitigation; (vii) Business continuity and sustainment plan; and (viii) User Support, transition and knowledge transfer. <p>The Target State must comprise, at a minimum:</p> <ul style="list-style-type: none"> (i) Business design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery plans and associated processes; (iv) Business management plans, prioritization and associated processes; (v) Business performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans. <p>b) Collaborating with key stakeholders to review, revise, and obtaining GC approval of the Target State Implementation Strategy and Plan.</p>
BS-04	<p>4) Developing Business Solution</p> <p>The Business Partner must provide services that include but are not limited to:</p> <p>a) Developing enterprise-wide Business Solution based on the GC-approved Target State that includes, at a minimum:</p> <ul style="list-style-type: none"> (i) Designing and modelling the CIPO's Enterprise Architecture and Target Operating Model that includes, at a minimum: <ul style="list-style-type: none"> a. Business perspective; b. Application perspective; c. Information perspective; and d. Technology perspective. (ii) Reengineering and standardizing across CIPO's lines of business, the enterprise-wide Business Processes that includes, at a minimum; <ul style="list-style-type: none"> a. Activity models; b. Process models; and c. Human resource models.

(a) Business Solution (BS)	
ID #	Requirements
	<ul style="list-style-type: none"> (iii) Designing, prototyping and selecting the most optimal enterprise-wide Technology Solution(s) to align with the Target Operating Model and enterprise-wide Business Processes that includes, at a minimum: <ul style="list-style-type: none"> a. Public Facing Web-Portal; b. Identity and Security Management; c. Case and Workflow Management; d. Document and File Management; e. Customer Relationship Management; f. Financial Management System; g. Digitization; h. Business to Business (B2B); i. Business Intelligence; j. Information Dissemination; and k. Search. b) Collaborating with key stakeholders to review, revise, and obtaining GC approval of Business Solution.
BS-05	<p>5) Supporting Business Solution Implementation</p> <p>The Business Partner must provide services, that include but are not limited to:</p> <ul style="list-style-type: none"> a) Monitoring the implementation of the Target State against the Target State Implementation Strategy and Plan; b) Assessing performance periodically and determining the need for corrective or preventive actions; c) Providing support to resolve implementation issues and challenges, including at a minimum: <ul style="list-style-type: none"> (i) Recommending corrective or preventive action in anticipation of possible risks or issues; (ii) Evaluating change requests and advising on the appropriate responses; (iii) Forecasting and updating current cost and current schedule information; and (iv) Monitoring the implementation of GC-approved changes. d) Assisting the deployment of the Target State in, at a minimum: <ul style="list-style-type: none"> (i) User support and training; (ii) Pre-transition, transition and post-transition; (iii) Go-live change management; (iv) Go-live stakeholder management; and (v) Go-live communications. e) Monitoring, reporting and communicating the effectiveness of the Implementation Strategy and Plan and making continuous improvement to reflect change requests and changing business needs.
BS-06	<p>6) Supporting Business Solution Management</p>

(a) Business Solution (BS)	
ID #	Requirements
	<p>The Business Partner must provide services, that include but are not limited to:</p> <ul style="list-style-type: none"> a) Supporting the delivery of business objectives, including as a minimum: <ul style="list-style-type: none"> (i) Developing the business management strategy and plan; (ii) Identifying new projects and their interdependencies with on-going projects; (iii) Monitoring project alignment with business needs; (iv) Engaging stakeholders for requirements analysis, design, review and testing; (v) Monitoring actual project performance against the project management plan; (vi) Advising on tolerances, risks, issues and opportunities; and (vii) Assessing project performance periodically and determining the need for corrective or preventive actions. b) Providing support to resolve on-going operational issues related to but not limited to: <ul style="list-style-type: none"> (i) Business design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery and associated processes; (iv) Business management plans, prioritization and associated processes; (v) Business performance monitoring; (vi) Financial and resource management; and (vii) Enabling technologies and systems. c) Supporting business benefits realization, including as a minimum: <ul style="list-style-type: none"> (i) Developing benefit indicators; (ii) Assisting with benefits measurement; (iii) Monitoring actual benefits against planned benefits; and (iv) Documenting and communicating benefits realized. d) Supporting the continuous improvement of the Target State to account for changing business needs and challenges; and e) Co-ordinating periodical formal business reviews to assess outcomes against the mandate, vision and objectives.
BS-07	<p>7) Providing User Support and Knowledge Transfer</p> <p>The Business Partner must provide services, that include but are not limited to:</p> <ul style="list-style-type: none"> a) Developing a user support management framework that includes, as a minimum: <ul style="list-style-type: none"> (i) Strategy, tools and action plan; (ii) Assumptions and constraints; (iii) Maintenance and administration responsibilities; and (iv) Monitoring and controlling processes. b) Developing a knowledge documentation management framework that includes, as a minimum: <ul style="list-style-type: none"> (i) Knowledge management; (ii) Information management;

(a) Business Solution (BS)	
ID #	Requirements
	<ul style="list-style-type: none"> (iii) Organizational learning; and (iv) Knowledge and information management tools. c) Developing a knowledge transfer management plan that includes, as a minimum: <ul style="list-style-type: none"> (i) Strategy, tools, procedures and actions; (ii) Training; and (iii) Mechanisms for knowledge transfer. d) Collaborating with key stakeholders to review, revise, and obtaining GC approval of the frameworks and plan; e) Providing user support, knowledge management and knowledge transfer in accordance with the frameworks and plan; and f) Monitoring, reporting and communicating the effectiveness of the frameworks and plan and making continuous improvement to support changing business needs.

Table 1 (a) - Service Requirements - Business Solution

(b) Technology Solution (TS)	
ID #	Requirements
TS-00	<p>Overview</p> <p>The Business Partner must provide leadership, management and advisory services to CIPO on Technology Solution(s), which include but are not limited to:</p> <ul style="list-style-type: none"> 1) Reviewing Current Solution; 2) Designing Target Solution; 3) Developing Target Solution Implementation Strategy and Plan; 4) Supporting Target Solution Implementation; 5) Supporting Target Solution Management; and 6) Providing User Support and Knowledge Transfer. <p>Each Technology Solution(s) requirement is further described below:</p>
TS-01	<p>1) Reviewing Current Solution</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Reviewing enterprise knowledge and related assets including, as a minimum: <ul style="list-style-type: none"> (i) Vision, mandate, strategies and objectives; (ii) Frameworks, policies and regulations; (iii) Employee experience with/knowledge of the effectiveness of the current solution and client feedback about the current solution; (iv) Organization, structure and delivery models; and

(b) Technology Solution (TS)	
	<ul style="list-style-type: none"> (v) Governance, authorities, and roles and responsibilities. b) Analysing the current solution efficacy based on employee experience/knowledge and identifying non-documented components; c) Revising existing knowledge of the current solution and documenting non-documented components to establish a complete and comprehensive view of CIPO's current technology solution(s), including, as a minimum: <ul style="list-style-type: none"> (i) Solution design, governance and structure; (ii) Strategic objectives and plans; (iii) Service delivery plans and associated processes; (iv) Solution management plans, prioritization and associated processes; (v) Solution performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans. d) Collaborating with key stakeholders to review, revise, and obtaining approval on the view of the Current Solution.
TS-02	<p>2) Designing Target Solution</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Identifying and reviewing proven and emerging technologies relevant to CIPO's technology solution(s); b) Performing a gap analysis between Current Solution and proven and/or emerging technologies; c) Developing options to bridge the gap between Current Solution and proven and/or emerging technologies. Each option must include, as a minimum: <ul style="list-style-type: none"> (i) Assumptions, business rules and constraints; (ii) Advantages and disadvantages; (iii) Costs and benefits; (iv) Risks and issues; (v) Resource requirements; (vi) Timelines; and (vii) Priorities in the short, medium and long term. d) Collaborating with key stakeholders to review and revise developed options, and obtaining GC approval of the recommended option; e) Developing an enterprise-wide Target Solution based on the GC-approved option; f) Collaborating with key stakeholders to review, revise, and obtaining GC approval of the Target Solution; g) Monitoring, reviewing and reporting the effectiveness of the Target Solution, making continuous improvement to support changing business needs and ensuring ongoing alignment with enterprise-wide priorities; and h) For a) and b), services must be provided for, at a minimum: <ul style="list-style-type: none"> (i) Technology design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery plans and associated processes; (iv) Technology management plans, prioritization and associated processes;

(b) Technology Solution (TS)	
	<ul style="list-style-type: none"> (v) Technology performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans.
TS-03	<p>3) Developing Target Solution Implementation Strategy and Plan</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Developing an enterprise-wide Target Solution implementation strategy and plan that includes, at a minimum: <ul style="list-style-type: none"> (i) Options, standards and methodologies; (ii) Estimates and management of resources, schedule and budget; (iii) Governance and stakeholder engagement; (iv) Pre-transition, transition and post-transition strategies; (v) Change management; (vi) Risk mitigation; (vii) Business continuity and sustainment plan; and (viii) User Support, transition and knowledge transfer. <p>The Target Solution must comprise, at a minimum:</p> <ul style="list-style-type: none"> (i) Technology design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery plans and associated processes; (iv) Technology management plans, prioritization and associated processes; (v) Technology performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans. <ul style="list-style-type: none"> b) Collaborating with key stakeholders to review, revise, and obtaining GC approval of the Target Solution Implementation Strategy and Plan.
TS-04	<p>4) Supporting Target Solution implementation</p> <p>The Business Partner must provide services, that include but are not limited to:</p> <ul style="list-style-type: none"> a) Monitoring the implementation of the Target Solution against the Target Solution Implementation Strategy and Plan; b) Assessing performance periodically and determining the need for corrective or preventive actions; c) Providing support to resolve implementation issues and challenges, including at a minimum: <ul style="list-style-type: none"> (i) Recommending corrective or preventive action in anticipation of possible risks or issues; (ii) Evaluating change requests and advising on the appropriate responses; (iii) Forecasting and updating current cost and current schedule information; and (iv) Monitoring the implementation of GC-approved changes. d) Assisting the deployment of the Target Solution in, at a minimum: <ul style="list-style-type: none"> (i) User support and training; (ii) Pre-transition, transition and post-transition;

(b) Technology Solution (TS)	
	<ul style="list-style-type: none"> (iii) Go-live change management; (iv) Go-live stakeholder management; and (v) Go-live communications. <p>e) Monitoring, reporting and communicating the effectiveness of the Implementation Strategy and Plan and making continuous improvement to reflect change requests and changing business needs.</p>
TS-05	<p>5) Supporting Target Solution Management</p> <p>The Business Partner must provide services, that include but are not limited to:</p> <ul style="list-style-type: none"> a) Supporting delivery of technology objectives, including as a minimum: <ul style="list-style-type: none"> (i) Developing technology management strategy and plan; (ii) Identifying new projects and their interdependencies with on-going projects; (iii) Monitoring project alignment with business needs; (iv) Engaging stakeholders for requirements analysis, design, review and testing; (v) Monitoring actual project performance against project management plan; (vi) Advising on tolerances, risks, issues and opportunities; and (vii) Assessing project performance periodically and determining the need for corrective or preventive actions. b) Providing support to resolve on-going operational issues related to but not limited to: <ul style="list-style-type: none"> (i) Technology design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery and associated processes; (iv) Technology management plans, prioritization and associated processes; (v) Technology performance monitoring; (vi) Financial and resource management; and (vii) Enabling technologies and systems. c) Supporting technology benefits realization, including as a minimum: <ul style="list-style-type: none"> (i) Developing benefit indicators; (ii) Assisting with benefits measurement; (iii) Monitoring actual benefits against planned benefits; and (iv) Documenting and communicating benefits realized. d) Supporting the continuous improvement of the Target Solution to account for changing business needs and challenges; and e) Co-ordinating periodical formal business reviews to assess the Target Solution against the mandate, vision and objectives.
TS-06	<p>6) Providing User Support and Knowledge Transfer</p> <p>The Business Partner must provide services, that include but are not limited to:</p> <ul style="list-style-type: none"> a) Developing a user support management framework that includes, as a minimum: <ul style="list-style-type: none"> (i) Strategy, tools and action plan; (ii) Assumptions and constraints; (iii) Maintenance and administration responsibilities; and

(b) Technology Solution (TS)	
	<p>(iv) Monitoring and controlling processes.</p> <p>b) Developing a knowledge documentation management framework that includes, as a minimum:</p> <ul style="list-style-type: none"> (i) Knowledge management; (ii) Information management; (iii) Organizational learning; and (iv) Knowledge and information management tools. <p>c) Developing a knowledge transfer management plan that includes, as a minimum:</p> <ul style="list-style-type: none"> (i) Strategy, tools, procedures and actions; (ii) Training; and (iii) Mechanisms for knowledge transfer. <p>d) Collaborating with key stakeholders to review, revise, and obtaining GC approval of the frameworks and plan;</p> <p>e) Providing user support, knowledge management and knowledge transfer in accordance with the frameworks and plan; and</p> <p>f) Monitoring, reporting and communicating the effectiveness of the frameworks and plan and making continuous improvement to support changing business needs.</p>

Table 1 (b) - Service Requirements - Technology Solution

(c) Service Integration (SI)	
ID #	Requirements
SI-00	<p>Overview</p> <p>The Business Partner must provide leadership, management and advisory services to CIPO on Service Integration, which include but are not limited to:</p> <ul style="list-style-type: none"> 1) Developing Service Integration Strategy and Plan; 2) Supporting Service Integration Implementation; 3) Supporting Integrated Service Management; and 4) Providing User Support and Knowledge Transfer. <p>Each Service Integration requirement is further described below:</p>
SI-01	<p>1) Developing Service Integration Strategy and Plan</p> <p>The Business Partner must provide services including but not limited to:</p> <p>a) Developing an enterprise-wide Service Integration Strategy and Plan that includes, at a minimum:</p> <ul style="list-style-type: none"> (i) Options, standards and methodologies; (ii) Estimates and management of resources, schedule and budget; (iii) Governance and stakeholder engagement; (iv) Pre-transition, transition and post-transition strategies;

(c) Service Integration (SI)	
ID #	Requirements
	<ul style="list-style-type: none"> (v) Change management; (vi) Risk mitigation; (vii) Business continuity and sustainment plan; and (viii) User Support, transition and knowledge transfer. <p>b) Collaborating with key stakeholders to review, revise, and obtaining GC approval of the Service Integration Strategy and Plan.</p>
SI-02	<p>2) Supporting Service Integration Implementation</p> <p>The Business Partner must provide services, that include but are not limited to:</p> <ul style="list-style-type: none"> a) Monitoring the actual service integration against the Service Integration Strategy and Plan; b) Assessing performance periodically and determining the need for corrective or preventive actions; c) Providing support to resolve implementation issues and challenges, including at a minimum: <ul style="list-style-type: none"> (i) Recommending corrective or preventive action in anticipation of possible risks or issues; (ii) Evaluating change requests and advising on the appropriate response; (iii) Forecasting and updating current cost and current schedule information; and (iv) Monitoring the implementation of GC-approved changes. d) Assisting the deployment of the integrated service model in, at a minimum: <ul style="list-style-type: none"> (i) User support and training; (ii) Pre-integration, integration and post-integration; (iii) Go-live change management; (iv) Go-live stakeholder management; and (v) Go-live communications. e) Monitoring, reporting and communicating the effectiveness of the Service Integration Strategy and Plan and making continuous improvement to reflect change requests and changing business needs.
SI-03	<p>3) Supporting Integrated Service Management</p> <p>The Business Partner must provide services, that include but are not limited to:</p> <ul style="list-style-type: none"> a) Supporting the delivery of business objectives, including as a minimum: <ul style="list-style-type: none"> (i) Developing the business management strategy and plan; (ii) Identifying new projects and their interdependencies with on-going projects; (iii) Monitoring project alignment with business needs; (iv) Engaging stakeholders for requirements analysis, design, review and testing; (v) Monitoring actual project performance against the project management plan; (vi) Advising on tolerances, risks, issues and opportunities; and

(c) Service Integration (SI)	
ID #	Requirements
	<p>(vii) Assessing project performance periodically and determining the need for corrective or preventive actions.</p> <p>b) Providing support to resolve on-going operational issues related to but not limited to:</p> <ul style="list-style-type: none"> (i) Business design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery and associated processes; (iv) Business management plans, prioritization and associated processes; (v) Business performance monitoring; (vi) Financial and resource management; and (vii) Enabling technologies and systems. <p>c) Supporting business benefits realization, including as a minimum:</p> <ul style="list-style-type: none"> (i) Developing benefit indicators; (ii) Assisting with benefits measurement; (iii) Monitoring actual benefits against planned benefits; and (iv) Documenting and communicating benefits realized. <p>d) Supporting the continuous improvement of the integrated service to account for changing business needs and challenges; and</p> <p>e) Co-ordinating periodical formal business reviews to assess outcomes against the mandate, vision and objectives.</p>
SI-04	<p>4) Providing User Support and Knowledge Transfer</p> <p>The Business Partner must provide services, that include but are not limited to:</p> <p>a) Developing a user support management framework that includes, as a minimum:</p> <ul style="list-style-type: none"> (i) Strategy, tools and action plan; (ii) Assumptions and constraints; (iii) Maintenance and administration responsibilities; and (iv) Monitoring and controlling processes. <p>b) Developing a knowledge documentation management framework that includes, as a minimum:</p> <ul style="list-style-type: none"> (i) Knowledge management; (ii) Information management; (iii) Organizational learning; and (iv) Knowledge and information management tools. <p>c) Developing a knowledge transfer management plan that includes, as a minimum:</p> <ul style="list-style-type: none"> (i) Strategy, tools, procedures and actions; (ii) Training; and (iii) Mechanisms for knowledge transfer. <p>d) Collaborating with key stakeholders to review, revise, and obtaining GC approval of the frameworks and plan;</p>

(c) Service Integration (SI)	
ID #	Requirements
	<ul style="list-style-type: none">e) Providing user support, knowledge management and knowledge transfer in accordance with the frameworks and plan; andf) Monitoring, reporting and communicating the effectiveness of the frameworks and plan and making continuous improvement to support changing business needs.

Table 1 (c) - Service Requirements - Service Integration

3.6 ENTERPRISE-WIDE MANAGEMENT SERVICE REQUIREMENTS

This section defines the Enterprise-wide Management Service requirements for CIPO ITM BPS as they relate to:

- (a) Portfolio Management; and
- (b) Project Management.

The detailed requirements are further described below:

(a) Portfolio Management (PFM)	
ID #	Requirements
PFM-00	<p>Overview</p> <p>The Business Partner must provide leadership, management and advisory services to CIPO on Portfolio Management, which include but are not limited to:</p> <ol style="list-style-type: none"> 1) Reviewing the Current Portfolio; 2) Designing the Target Portfolio; 3) Developing the Target Portfolio Implementation Strategy and Plan; 4) Supporting the Target Portfolio Implementation; 5) Supporting the Target Portfolio Management; and 6) Providing User Support and Knowledge Transfer. <p>Each Portfolio Management requirement is further described below:</p>
PFM-01	<p>1) Reviewing the Current Portfolio</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ol style="list-style-type: none"> a) Reviewing enterprise knowledge about the portfolio and related assets including, as a minimum: <ol style="list-style-type: none"> (i) Vision, mandate, strategies and objectives; (ii) Frameworks, policies and regulations; (iii) Employee knowledge and client feedback; (iv) Organization, structure and delivery models; and (v) Governance, authorities, and roles and responsibilities. b) Analysing the current portfolio knowledge and identifying non-documented components; c) Revising existing portfolio knowledge and documenting non-documented components to establish a complete and comprehensive view of Portfolio Management, including, as a minimum: <ol style="list-style-type: none"> (i) Portfolio design, governance and structure; (ii) Strategic objectives and plans; (iii) Service delivery plans and associated processes; (iv) Portfolio management plans, prioritization and associated processes; (v) Portfolio performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans.

(a) Portfolio Management (PFM)	
ID #	Requirements
	d) Collaborating with key stakeholders to review, revise, and obtaining GC approval on the current view of Portfolio Management.
PFM-02	<p>2) Designing Target Portfolio</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Identifying and reviewing industry best practices relevant to CIPO's Portfolio Management; b) Performing a gap analysis between Current Portfolio and industry best practices; c) Developing options to bridge the gap between Current Portfolio and industry best practices for, at a minimum: <ul style="list-style-type: none"> (i) Portfolio design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery plans and associated processes; (iv) Portfolio management plans, prioritization and associated processes; (v) Portfolio performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans. <p>Each option must include, at a minimum:</p> <ul style="list-style-type: none"> (i) Assumptions, business rules and constraints; (ii) Advantages and disadvantages; (iii) Costs and benefits; (iv) Risks and issues; (v) Resource requirements; (vi) Timelines; and (vii) Priorities in the short, medium and long term. <ul style="list-style-type: none"> d) Collaborating with key stakeholders to review and revise developed options, and obtaining GC approval of the recommended option; e) Designing Target Portfolio based on the GC-approved option; f) Collaborating with key stakeholders to review, revise, and obtaining GC approval of Target Portfolio; g) Monitoring, reviewing and reporting the effectiveness of the Target Portfolio and making continuous improvement to support changing business needs and ensure ongoing alignment with enterprise-wide priorities; and h) For a), b) and e), services must be provided for, at a minimum: <ul style="list-style-type: none"> (i) Portfolio design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery plans and associated processes; (iv) Portfolio management plans, prioritization and associated processes; (v) Portfolio performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans.

(a) Portfolio Management (PFM)	
ID #	Requirements
PFM-03	<p>3) Developing Target Portfolio Implementation Strategy and Plan</p> <p>The Business Partner must provide services that include but are not limited to:</p> <p>a) Developing a Target Portfolio implementation strategy and plan that includes, at a minimum:</p> <ul style="list-style-type: none"> (i) Options, standards and methodologies; (ii) Estimates and management of resources, schedule and budget; (iii) Governance and stakeholder engagement; (iv) Pre-transition, transition and post-transition strategies; (v) Change management; (vi) Risk mitigation; (vii) Business continuity and sustainment plan; and (viii) User Support, transition and knowledge transfer. <p>The Target Portfolio must comprise, at a minimum:</p> <ul style="list-style-type: none"> (i) Portfolio design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery plans and associated processes; (iv) Portfolio management plans, prioritization and associated processes; (v) Portfolio performance monitoring plans; (vi) Financial and resource management plans; and (vii) Technologies and systems plans. <p>b) Collaborating with key stakeholders to review, revise, and obtaining GC approval of the Target Portfolio Implementation Strategy and Plan.</p>
PFM-04	<p>4) Supporting Target Portfolio Implementation</p> <p>The Business Partner must provide services that include but are not limited to:</p> <p>a) Monitoring the actual implementation of the Target Portfolio against the Target Portfolio Implementation Strategy and Plan;</p> <p>b) Assessing performance periodically and determining the need for corrective or preventive actions;</p> <p>c) Providing support to resolve implementation issues and challenges, including at a minimum:</p> <ul style="list-style-type: none"> (i) Recommending corrective or preventive action in anticipation of possible risks or issues; (ii) Evaluating change requests and advising on the appropriate response; (iii) Forecasting and updating current cost and current schedule information; and (iv) Monitoring the implementation of GC-approved changes. <p>d) Assisting deployment of the Target Portfolio in, at a minimum:</p> <ul style="list-style-type: none"> (i) User support and training; (ii) Pre-transition, transition and post-transition; (iii) Go-live change management;

(a) Portfolio Management (PFM)	
ID #	Requirements
	<ul style="list-style-type: none"> (iv) Go-live stakeholder management; and (v) Go-live communications. e) Monitoring, reporting and communicating the effectiveness of the Implementation Strategy and Plan and making continuous improvement to reflect change requests and changing business needs.
PFM-05	<p>5) Supporting Portfolio Management</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Supporting delivery of the portfolio objectives, including as a minimum: <ul style="list-style-type: none"> (i) Developing the portfolio management strategy and plan; (ii) Identifying new projects and their interdependencies with on-going projects; (iii) Monitoring project alignment with business needs; (iv) Engaging stakeholders for requirements analysis, design, review and testing; (v) Monitoring actual project performance against project management plan; (vi) Advising on tolerances, risks, issues and opportunities; and (vii) Assessing project performance periodically and determining the need for corrective or preventive actions. b) Providing support to resolve on-going operational issues related to but not limited to: <ul style="list-style-type: none"> (i) Portfolio design, governance and infrastructure; (ii) Strategic objectives and plans; (iii) Service delivery and associated processes; (iv) Portfolio management plans, prioritization and associated processes; (v) Portfolio performance monitoring; (vi) Financial and resource management; and (vii) Enabling technologies and systems. c) Supporting portfolio benefits realization, including as a minimum: <ul style="list-style-type: none"> (i) Developing benefit indicators; (ii) Assisting with benefits measurement; (iii) Monitoring actual benefits against planned benefits; and (iv) Documenting and communicating benefits realized. d) Supporting the continuous improvement of the Target Portfolio to account for changing business needs and challenges; and e) Co-ordinating periodical formal portfolio reviews to assess the Target Portfolio against the mandate, vision and objectives.
PFM-06	<p>6) Providing User Support and Knowledge Transfer</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Developing a user support management framework that includes, as a minimum: <ul style="list-style-type: none"> (i) Strategy, tools and an action plan; (ii) Costs and assumptions;

(a) Portfolio Management (PFM)	
ID #	Requirements
	<ul style="list-style-type: none"> (iii) Timelines; (iv) Technical environment requirements; (v) Resources; (vi) Maintenance and administration responsibilities; and (vii) Monitoring and controlling processes. <p>b) Developing a knowledge documentation management framework that includes, as a minimum:</p> <ul style="list-style-type: none"> (i) Knowledge management; (ii) Information management; (iii) Organizational learning; and (iv) Knowledge and information management tools. <p>c) Developing a knowledge transfer management plan that includes, as a minimum:</p> <ul style="list-style-type: none"> (i) Strategy, tools and action plan; (ii) Cost-benefit analysis; (iii) Timelines; (iv) Process to identify 'good' knowledge; and (v) Mechanisms for knowledge transfer. <p>d) Collaborating with key stakeholders to review, revise, and obtaining GC approval of the frameworks and plan;</p> <p>e) Executing a GC-approved user support, knowledge documentation and knowledge transfer management framework; and</p> <p>f) Monitoring, reporting and communicating the effectiveness of these management frameworks and plan and making continuous improvement to support changing business needs.</p>

Table 2 (a) - Service Requirements - Portfolio Management

(b) Project Management (PM)	
ID #	Requirement
PM-00	<p>Overview</p> <p>The Business Partner must provide leadership, management and advisory services to CIPO on Project Management, which include but are not limited to:</p> <ol style="list-style-type: none"> 1) Scope, Schedule and Resource Management; 2) Risk and Quality Management; 3) Change Management; and 4) Stakeholder and Communications Management. <p>Each Project Management requirement is further described below:</p>
PM-01	<p>1) Scope, Schedule and Resource Management</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ol style="list-style-type: none"> a) Developing an enterprise-wide scope, schedule and resource management framework that takes into account, at a minimum: <ol style="list-style-type: none"> (i) GC-approved business solutions; (ii) GC-approved technology solution(s); (iii) CIPO ITM assumptions and constraints; and (iv) CIPO ITM governance, authorities, and roles and responsibilities; <p>The framework must include at a minimum:</p> <ol style="list-style-type: none"> (i) Objectives; (ii) Strategies, methodologies and processes; (iii) Performance measurement and monitoring; (iv) Reporting and controlling tools; and (v) Governance; b) Collaborating with key stakeholders to review and revise the scope, schedule and resource management framework, and obtaining GC approval; c) Developing a project-specific scope, schedule and resource management plan that includes at a minimum: <ol style="list-style-type: none"> (i) Scope definition and baseline; (ii) Work breakdown structure; (iii) Project schedule, milestones and deliverables; (iv) Project cost and earned value; (v) Key performance criteria; (vi) Adaptive and iterative methods; and (vii) Tools, processes, and roles and responsibilities. d) Providing management services in accordance with the GC-approved project-specific scope, schedule and resource management plan; and e) Monitoring, reviewing and communicating the effectiveness of the framework and plan, and making continuous improvement to support changing business needs.

(b) Project Management (PM)	
PM-02	<p>2) Risk and Quality Management</p> <p>The Business Partner must provide services that include but are not limited to:</p> <p>a) Developing an enterprise-wide risk and quality management framework that takes into account, at a minimum:</p> <ul style="list-style-type: none"> (i) GC-approved business solutions; (ii) GC-approved technology solution(s); (iii) CIPO ITM assumptions and constraints; and (iv) CIPO ITM governance, authorities, and roles and responsibilities. <p>The framework must include at a minimum:</p> <ul style="list-style-type: none"> (i) Objectives; (ii) Strategies, methodologies and processes; (iii) Performance measurement and monitoring; (iv) Reporting and controlling tools; and (v) Governance. <p>b) Collaborating with key stakeholders to review and revise the risk and quality management framework, and obtaining GC approval;</p> <p>c) Developing a project-specific risk and quality management plan that includes at a minimum:</p> <ul style="list-style-type: none"> (i) Risk identification and definition; (ii) Risk breakdown structure; (iii) Quality standards and objectives; (iv) Quality control, quality assurance and quality review mechanisms and procedures; (v) Non-conformance, corrective actions and continuous improvement; (i) Key performance criteria; (ii) Adaptive and iterative methods for risk and quality management; and (vi) Tools, processes, and roles and responsibilities. <p>d) Providing management services in accordance with the GC-approved project-specific risk and quality management plan; and</p> <p>e) Monitoring, reviewing and communicating the effectiveness of the framework and plan, and making continuous improvement to support changing business needs.</p>
PM-03	<p>3) Change Management</p> <p>The Business Partner must provide services that include but are not limited to:</p> <p>a) Developing an enterprise-wide change management framework that takes into account, at a minimum:</p> <ul style="list-style-type: none"> (i) GC-approved business solutions; (ii) GC-approved technology solution(s); (iii) CIPO ITM assumptions and constraints; and (iv) CIPO ITM governance, authorities, and roles and responsibilities. <p>The framework must include at a minimum:</p>

(b) Project Management (PM)	
	<ul style="list-style-type: none"> (i) Objectives; (ii) Strategies, methodologies and processes; (iii) Performance measurement and monitoring; (iv) Reporting and controlling tools; and (v) Governance. <ul style="list-style-type: none"> b) Collaborating with key stakeholders to review and revise the change management framework, and obtaining GC approval; c) Developing a project-specific change management plan that includes at a minimum: <ul style="list-style-type: none"> (i) Change requirements and rationales; (ii) Change readiness assessment; (iii) Stakeholder needs and support; (iv) Schedule, milestones and deliverables; (v) Cost and earned value; (vi) Key performance criteria; (iii) Adaptive and iterative methods; and (iv) Tools, processes, and roles and responsibilities. d) Providing management services in accordance with the GC-approved project-specific change management plan; and e) Monitoring, reviewing and communicating the effectiveness of the framework and plan, and making continuous improvement to support changing business needs.
PM-04	<p>4) Stakeholder and Communications Management</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Developing an enterprise-wide stakeholder and communications management framework that takes into account, at a minimum: <ul style="list-style-type: none"> (i) GC-approved business solutions; (ii) GC-approved technology solution(s); (iii) CIPO ITM assumptions and constraints; and (iv) CIPO ITM governance, authorities, and roles and responsibilities. <p>The framework must include at a minimum:</p> <ul style="list-style-type: none"> (i) Objectives; (ii) Strategies, methodologies and processes; (iii) Performance measurement and monitoring; (iv) Reporting and controlling tools; and (v) Governance. b) Collaborating with key stakeholders to review and revise the stakeholder and communications management framework, and obtaining GC approval; c) Developing a project-specific stakeholder and communications management plan that includes at a minimum: <ul style="list-style-type: none"> (i) Stakeholder identification, prioritization, engagement, and communication requirements; (ii) Schedule, milestones and deliverables; (iii) Key performance criteria; (iv) Adaptive and iterative methods; and

(b) Project Management (PM)	
	<p>(v) Tools, processes, and roles and responsibilities.</p> <p>d) Providing management services in accordance with the GC-approved project-specific stakeholder and communications management plan; and</p> <p>e) Monitoring, reviewing and communicating the effectiveness of the framework and plan, and making continuous improvement to support changing business needs.</p>

Table 2 (b) - Service Requirements - Project Management

3.7 PROCUREMENT SUPPORT SERVICE REQUIREMENTS

This section defines the Procurement Support Services requirements for CIPO ITM BPS as they relate to:

- (a) Solicitation Support; and
- (b) Contract Administration Support.

The detailed requirements are further described below:

(a) Solicitation Support (SS)	
ID #	Requirements
SS-00	<p>Overview</p> <p>The Business Partner must provide solicitation support services to CIPO, which include but are not limited to:</p> <ol style="list-style-type: none"> 1) Identifying, Defining and Planning Solicitation Projects; 2) Developing Solicitation Strategies; 3) Developing Solicitation Documents; and 4) Supporting Solicitation Process. <p>Each Solicitation Support requirement is further described below:</p>
SS-01	<p>1) Identifying, Defining and Planning Solicitation Projects</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ol style="list-style-type: none"> a) Identifying procurement needs; b) Conducting needs analysis; c) Performing feasibility study; d) Developing procurement options. Each option must include, as a minimum: <ol style="list-style-type: none"> (i) Assumptions, procurement rules and constraints; (ii) Advantages and disadvantages; (iii) Costs and benefits; (iv) Risks and issues; (v) Resource requirements; (vi) Timelines; and (vii) Priorities in the short, medium and long term. e) Collaborating with key stakeholders to review and revise developed options, and obtaining GC approval of the recommended option.
SS-02	<p>2) Developing Solicitation Strategies</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ol style="list-style-type: none"> a) Reviewing current government procurements for similar requirements; b) Identifying industry and government innovative procurement strategies (e.g. Agile procurement); c) Identifying procurement improvement opportunities and providing recommendations;

(a) Solicitation Support (SS)	
ID #	Requirements
	<ul style="list-style-type: none"> d) Collaborating with key stakeholders to review and revise recommendations, and obtaining GC approval; e) Developing procurement strategies based on the GC-approved recommendations; f) Collaborating with key stakeholders to review and revise developed strategies, and obtaining GC approval; g) Supporting procurement activities in accordance with the GC-approved strategy for the acquisition of products, services or solutions; h) Monitoring, reviewing and reporting the effectiveness of the GC-approved strategy, and making continuous improvement to support changing business needs and ensuring ongoing alignment with enterprise-wide priorities; and i) Develop processes, tools and practices for innovative procurement processes and procurement process improvements, if requested.
SS-03	<p>3) Developing Solicitation Documents</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Drafting, reviewing and validating technical documents including, as a minimum: <ul style="list-style-type: none"> (i) Statement of Work or Statement of Requirements; and (ii) Evaluation methodology (e.g. qualifications, mandatory and point-rated criteria, evaluation process and selection of the winning bid). b) Developing vendor performance management framework including, as a minimum: <ul style="list-style-type: none"> (i) Assumptions and constraints; (ii) Advantages and disadvantages; (iii) Costs and benefits; (iv) Risks and issues; (v) Key performance indicators; (vi) Measurement tools, methods and approaches; and (vii) Process and governance. c) Developing supporting documents related to the solicitation including, as a minimum: <ul style="list-style-type: none"> (i) Technical evaluation plan and guidance; (ii) Solicitation schedule; (iii) Pricing model or pricing schedule; (iv) Briefing notes to senior management; (v) Communication materials; and (vi) Industry engagement presentations.
SS-04	<p>4) Supporting Solicitation Process</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Assisting in drafting responses to the technical questions received from the bidders during the solicitation process;

(a) Solicitation Support (SS)	
ID #	Requirements
	<ul style="list-style-type: none"> b) Assisting in drafting solicitation amendment(s) related to the technical aspect of the solicitation (e.g. Statement of Work and technical evaluations); c) Assisting in resolving solicitation issues related to the technical aspect of the solicitation; and d) Supporting the technical bid evaluation.

Table 3 (a) - Service Requirements - Solicitation Support

(b) Contract Administration Support (CAS)	
ID #	Requirements
CAS-00	<p>Overview</p> <p>The Business Partner must provide contract administration support services to CIPO for other contracting vehicles (e.g. Technology Partner Services Contract), which include but are not limited to:</p> <ul style="list-style-type: none"> 1) Preparing Task Authorization (TA); 2) Supporting TA Administration; 3) Advising on Contractual Issues; and 4) Assisting in Contract Close-Out. <p>Each Contract Administration requirement is further described below:</p>
CAS-01	<p>1) Preparing Task Authorization (TA)</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Drafting TA requirements in accordance with the TA template provided by GC including, as a minimum: <ul style="list-style-type: none"> (i) Statement of Work (SOW) or Statement of Requirements (SOR); (ii) Project plan; (iii) Roles and responsibilities; (iv) Assumptions and constraints; (v) Cost; (vi) Testing requirements and acceptance criteria; and (vii) Performance requirements and review. b) Assisting GC in review, validation and/or negotiation of vendor's proposal to GC-issued draft TA; and c) Assisting GC in finalizing the TA and drafting any subsequent amendment made to the original TA.

(b) Contract Administration Support (CAS)	
ID #	Requirements
CAS-02	<p>2) Supporting TA Administration</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Developing TA reporting tools including, as a minimum: <ul style="list-style-type: none"> (i) TA status and progress report; (ii) TA expenditure tracking report; (iii) TA issue and action log; (iv) Vendor TA performance tracking and evaluation workbook; and (v) Ad-hoc subject-specific report or briefing material. b) Assisting GC in monitoring vendor's TA work to ensure, as a minimum: <ul style="list-style-type: none"> (i) It meets all the requirements described in the SOW or SOR; (ii) It is carried out in accordance with the project plan; (iii) It meets testing requirements and acceptance criteria; and (iv) It is delivered within the budget and deadline. c) Assisting GC in evaluating and measuring vendor's TA performance and identifying any performance issues; and d) Facilitating or coordinating regular or ad-hoc meetings with project stakeholders to gather and report any updates on vendor's execution of the TA.
CAS-03	<p>3) Advising on Contractual Issues</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Conducting contractual risk assessments, and assisting in development of the tailored risk mitigation plan; b) Identifying, reviewing and/or validating contractual issues/disputes, and advising on effective resolution options; c) Drafting briefing materials regarding outstanding or sensitive contractual issues/disputes for senior management; and d) Facilitating or coordinating regular or ad-hoc meetings with project stakeholders regarding key contractual issues/disputes and resolution options.
CAS-04	<p>4) Assisting in Contract Close-Out</p> <p>The Business Partner must provide services that include but are not limited to:</p> <ul style="list-style-type: none"> a) Supporting the contract close-out by ensuring: <ul style="list-style-type: none"> (i) All contractual requirements, and terms and conditions are fully met; (ii) All deliverables are received and accepted under the contract, including as a minimum: <ul style="list-style-type: none"> a. Solutions, Service(s) and/or product(s); and b. Documentation and/or reporting. (iii) All financial transactions are completed; (iv) Transition support is provided, including as a minimum:

(b) Contract Administration Support (CAS)	
ID #	Requirements
	<ul style="list-style-type: none">a. Transferring business, functional and technical knowledge to CIPO, and as required to other stakeholders; andb. Providing user support through training, coaching, and demonstrations.(v) All outstanding issues are resolved.b) Reviewing and evaluating the procurement process and contract management to provide, as a minimum:<ul style="list-style-type: none">(i) Procurement Lessons learned; and(ii) Procurement Improvement opportunities.

Table 3 (b) - Service Requirements - Contract Administration Support

3.8 RESOURCE REQUIREMENTS

The Business Partner resources are expected to perform various roles to deliver the foregoing service requirements whether it is throughout the initiative lifecycle or parts therein. It is anticipated that the most appropriate service delivery model (e.g. Agile, iterative prototyping or waterfall) would depend on the requirements of a given work package. Hence, each Task Authorization may prescribe the service delivery model to be used or require the Business Partner to propose the most appropriate service delivery model. The identified resources, including the estimated utilization for the initial contract period and subsequent option years for the BPS, is provided in Appendix 5 to Annex A. The resources will need to work with GC employees, the CDS and IPRMS Technology Partners and other GC partners to deliver the required services. The Business Partner must meet the resource requirements as outlined in the table below:

ID #	Requirement
RR.01	<p>Provide, manage and retain groups of resources to support BPS service requirements as described in Subsection 3.5, 3.6 and 3.7 above, which includes, but is not limited to:</p> <ul style="list-style-type: none">a) Developing a resource management framework that includes, as a minimum:<ul style="list-style-type: none">(i) Resource availability assurance;(ii) Resource qualification control;(iii) Resource performance management;(iv) Risk mitigation; and(v) Resourcing continuity and contingency plan.b) Implementing and executing a GC-approved resource management framework. The typical tasks include, but are not limited to:<ul style="list-style-type: none">(i) Identifying, selecting and deploying the appropriate resources in a timely manner;(ii) Ensuring a smooth on-boarding process for a large group of resources;(iii) Managing the process of transitioning resources between an existing project and a new project;(iv) Managing the process of transitioning between existing resources and new resources;(v) Conducting quality assurance practices in providing resources for the contract work;(vi) Applying performance management to the provided resources during their performance of the contract work;(vii) Managing contingency plans and practices to ensure resourcing continuity throughout the contract period; and(viii) Managing risk mitigation plans and practices to ensure resource availability and proper resource replacement throughout the contract period.c) Monitoring, reviewing and reporting the effectiveness of the framework and making continuous improvement to support changing priorities and challenges; and

ID #	Requirement
	d) Providing scheduled and ad-hoc status reports that include risks and issues along with corrective and mitigation plans.
RR.02	Meet all mandatory qualification requirements to conduct contract work. a) All resources as required by a given TA must meet all the respective mandatory qualification criteria as described within said TA.
RR.03	Support BPS's requirement of additional resource categories that are not originally identified in Appendix 5 to Annex A. a) The additional resource categories will be added into the existing Appendix 5 to Annex A through a contract amendment; b) The Business Partner must provide reasonable and justifiable per-diem rates for the additional resource categories which, upon GC's approval, will be incorporated into Annex B - Basis of Payment through a contract amendment; and c) The proposed additional resources must meet all the respective mandatory qualification criteria as described within a given TA.
RR.04	Appoint and authorize an Executive Authority who: a) Holds the highest level of resolution and approval authority on behalf of the Business Partner; and b) Is available to work with GC's authorities during core business hours when requested.
RR.05	Ensure that sub-contractor(s) (if there is any) is represented by individuals authorized to make decisions on behalf of their corporation when working with the Business Partner, GC and GC partners.

Table 4 - Resource Requirements

3.9 ADDITIONAL REQUIREMENTS

The Business Partner must meet the additional requirements as outlined in the table below:

ID #	Requirement
ADDR.01	Comply with applicable legislative, regulatory and policy requirements that include but are not limited to those listed in Appendix 6 to Annex A.
ADDR.02	<p>Support governance and ensure accountability during the performance of the contract, which include, but are not limited to:</p> <ul style="list-style-type: none">a) Establishing a governance and accountability framework to define the roles, responsibilities, authorities and accountabilities of the service organizations, key staff and key sub-contractors;b) Implementing and executing a GC-approved governance and accountability framework throughout the contract period;c) Monitoring, reviewing and reporting the effectiveness of the framework and making continuous improvement to support changing priorities and challenges; andd) Providing scheduled and ad-hoc status reports that include risks and issues along with corrective and mitigation plans.
ADDR.03	<p>Support GC's financial audit requirements as follows:</p> <ul style="list-style-type: none">a) During the contract period and for six (6) years after the final payment is received or until the settlement of all outstanding claims and disputes, whichever is later, the Business Partner must keep proper accounts and records to demonstrate that the cost of performing the contract work and all the expenditures or commitment made in connection with the contract work, including but not limited to, invoices, receipts and vouchers, is in compliance with all of the terms of the contract;b) In addition to, and without in any way diminishing any other audit rights that GC has under the terms of the contract, during the period described in a) above, the Business Partner, at the request of the GC, must permit GC representatives to audit, inspect and examine the full scope of the contract work or any component or discrete requirement of the contract work (including but not limited to cost submissions, claims and invoices) provided to GC under the contract; andc) The Business Partner must make the information described herein available for audit, inspection and examination by GC representatives, who may make copies and take extracts. The Business Partner must provide all reasonably required facilities for any audit, inspection and examination, must furnish all the information as the GC representatives may from time to time require, and must permit the GC representatives to use and access any of the Business Partner's tools, accounts and systems, as may be required to perform the audit.
ADDR.04	Meet further requirements described in each TA as agreed upon by the Business Partner and GC, if the contract work is issued through the TA process. Requirements

ID #	Requirement
	<p>included in each TA will be detailed and specific to the services required under that TA which may include, but are not limited to:</p> <ul style="list-style-type: none"> a) Strategic advice; b) Business and operational requirements; c) Functional requirements; d) Development requirements; e) Technical requirements; f) Security requirements; g) Financial and resource requirements; h) Hosting requirements; i) Change request process; j) Project planning, oversight and management; k) Procurement support; l) Documentation, presentation and reporting; m) Knowledge transfer and service transition; n) Service level agreement; and o) Performance measurement and evaluation.
ADDR.05	<p>Utilize various documentation, presentation and reporting tools that may include, as a minimum:</p> <ul style="list-style-type: none"> a) GC enterprise documentation, presentation and reporting tools; b) Other documentation, presentation and reporting tools approved for use by ISED; and c) Combination of a) and b).
ADDR.06	<p>Support various service delivery models that may include, as a minimum:</p> <ul style="list-style-type: none"> a) Task-based staff augmentation in accordance with GC's plan and directions; b) Outcome-based work packages in accordance with a strategy and plan developed by the Business Partner and approved by GC; and c) Any emerging service delivery model such as agile, iterative prototyping and disruptive approach. <p>The service delivery model will be specified within each TA.</p>
ADDR.07	<p>Support various worksite arrangements that may include, as a minimum:</p> <ul style="list-style-type: none"> a) On-site with GC employees and/or with GC partners; b) Off-site from the Business Partner's facility; and c) Combination of a) and b). <p>The worksite arrangements will be specified within each TA.</p>
ADDR.08	<p>Utilize various collaboration tools when working jointly with GC employees or GC partners, wherein the tools may include, as a minimum:</p> <ul style="list-style-type: none"> a) GC enterprise collaboration tools;

ID #	Requirement
	b) Other collaboration tools approved for use by ISED; and c) Combination of a) and b).
ADDR.09	Utilize various development environments that may include, as a minimum: a) GC enterprise cloud or physical environment; b) GC partner cloud or physical environment; c) Business Partner cloud or physical environment; and d) Combination of a) to c). The development environment may be specified within each TA or the Business Partner may be requested to recommend options.
ADDR.10	Support various production environments that may include, as a minimum: a) GC enterprise cloud or physical environment; b) GC partner cloud or physical environment; c) Business Partner cloud or physical environment; and d) Combination of a) to c). The production environment may be specified within each TA or Business Partners may be requested to recommend options.
ADDR.11	Transition self-developed or enhanced solutions from the GC-approved development environment to a GC-approved production environment and take necessary measures to ensure complete functionality therein. The development and production environments may be specified within each TA or the Business Partner may be requested to recommend options.
ADDR.12	Organize, conduct and participate in meetings with GC and GC partners throughout the performance of the contract that may include, as a minimum: a) Project status meetings; b) Service delivery review meetings; c) Contract performance review meetings; and d) Any other ad-hoc meetings. The detailed requirements, if applicable, will be specified within each TA.
ADDR.13	Take stringent contractual and technical measures to ensure that GC information is secured at all times, at rest and in motion, through encryption protection and is only accessed by those authorized to access the infrastructure for those purposes approved by GC. The required services and systems will be established within the political and geographic boundaries of Canada. The detailed data sovereignty requirements, if applicable, will be specified within each TA.

ID #	Requirement
ADDR.14	<p>Support GC supported versions of commercially available software, hardware and in-house tools. As a minimum, these supported versions must include the most current available released version and first previous two versions.</p> <p>The detailed requirements, if applicable, will be specified within each TA.</p>
ADDR.15	<p>Obtain pre-authorization from GC authorities and conduct travel in accordance with the National Joint Council Travel Directive (http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php), in the event that travel on behalf of GC is required.</p> <p>Travel on behalf of GC is normally not required for the contract work. The requirement, if applicable, will be included within each TA.</p>

Table 5 - Additional Requirements

APPENDIX 1 TO ANNEX A - CIPO BUSINESS VOLUME

The volumetric data below outlines CIPO's business volume of its IP products and services for 2015-2016 and 2016-2017. The information is provided for reference only.

1.1 2015-2016 BUSINESS VOLUME

Product/Service	Share (%)	Revenue (\$)
Patents	75.4%	\$122,626,181
Trademarks	21.5%	\$34,957,829
Copyright & Industrial Designs	2.9%	\$4,693,548
Information	0.2%	\$343,738
Total		\$162,621,296

Table 6 (a) - Revenue by Products and Services

Number of Applications	37K
Revenue	\$123M
Percentage of Domestic Applications	15%
Average Turn-Around Time (TAT)	38.8 months (from request to grant) 18 months (Patent Appeal Board)

Table 7 (a) - Patent Key Metrics

Number of Applications	53K
Revenue	\$35M
Percentage of Domestic Applications	52%
Percentage e-filed	95%
Average TAT	27.4 months

Table 8 (a) - Trademark Key Metrics

Number of Applications	8.7K
Revenue	\$4.6M
Percentage of Domestic Applications	93%
Percentage e-filed	13%
Average TAT	3 days

Table 9 (a) - Copyright Key Metrics

Number of Applications	6.0K
Revenue	\$90K
Percentage of Domestic Applications	17%
Percentage e-filed	25%
Average TAT	10.5 months

Table 10 (a) - Industrial Design Key Metrics

Close to 1M clients visited the CIPO website	Self-identification: 30% agents and 30% SMEs and private inventors	Purpose of visit: 38% for IP databases	Trademark is the most popular IP for online services – over 60%
47 services available online: 17 e-commerce, 23 web forms and 7 printable forms			8 IP search databases

Table 11 - Online Services Key Metrics

1.2 2016-2017 BUSINESS VOLUME

Product/Service	Percent (%)	Revenue (\$)
Patents	76.7%	\$121,349,002
Trademarks	20.1%	\$31,885,055
Copyright & Industrial Designs	3.0%	\$4,656,597
Information	0.2%	\$361,060
Total		\$158,251,714

Table 6 (b) - Revenue by Products and Services

Number of Applications	37K
Revenue	\$121M
Percent of National Applications	27%
Average Turn-Around Time (TAT)	36.7 months (from request to grant) 18 months (Patent Appeal Board)

Table 7 (b) - Patent Key Metrics

Number of Applications	55K
Revenue	\$32M
Percent of National Applications	52%
Percent e-filed	95%
Average TAT	26.5 months

Table 8 (b) - Trademark Key Metrics

Number of Applications	8.7K
Revenue	\$4.6M
Percent of National Applications	93%
Percent e-filed	13%
Average TAT	3 days

Table 9 (b) - Copyright Key Metrics

Number of Applications	6.1K
Revenue	\$90K
Percent of National Applications	17%
Percent e-filed	25%
Average TAT	9.8 months

Table 10 (b) - Industrial Design Key Metrics

APPENDIX 2 TO ANNEX A - CIPO ITM GOVERNANCE

CIPO ITM Governance is outlined below for reference only. The governance structure is subject to change throughout the journey of ITM.

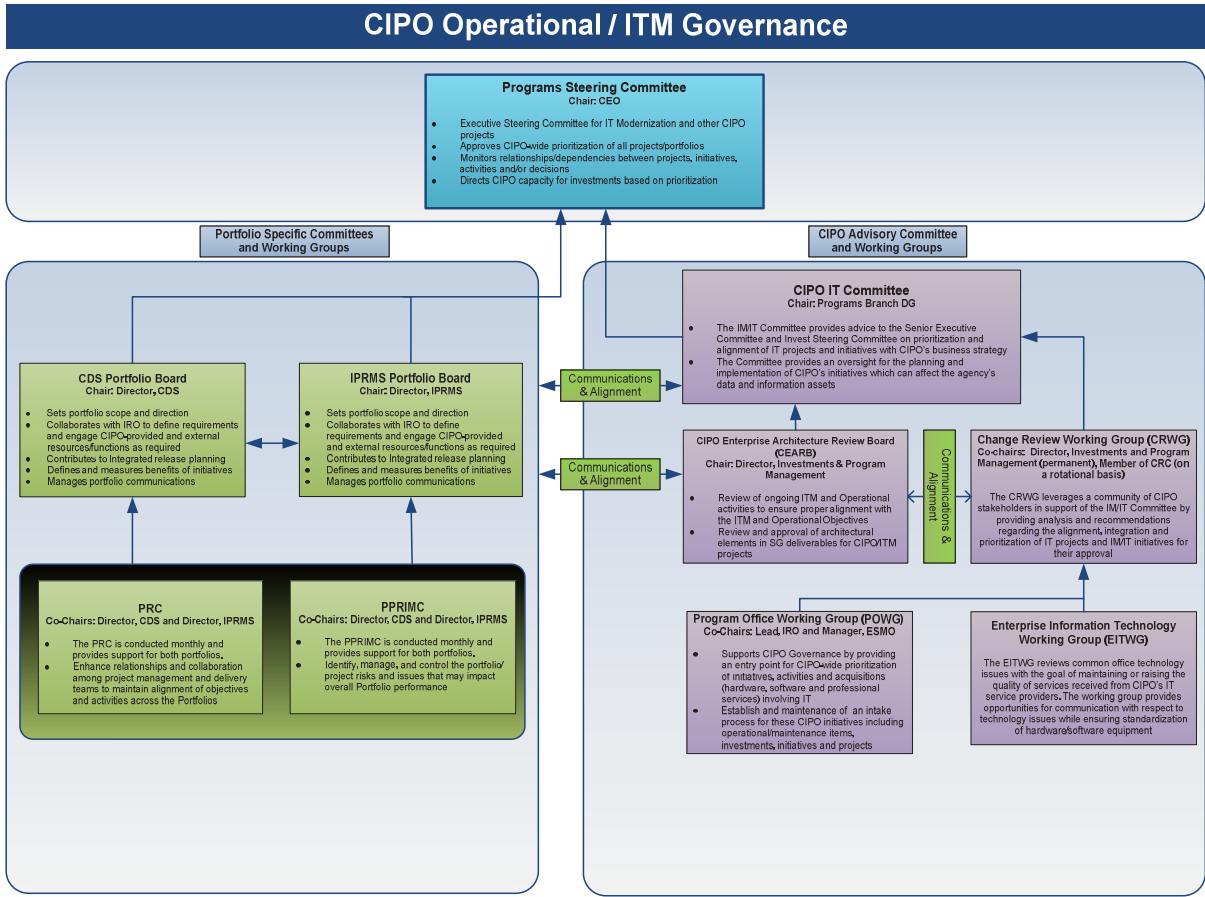


Figure 7 - CIPO ITM Governance

APPENDIX 3 TO ANNEX A - ROADMAP FOR CDS INITIATIVES

The potential roadmap for CDS initiatives is provided below for reference only. The priority, plan and initiatives are subject to change throughout the journey of ITM.

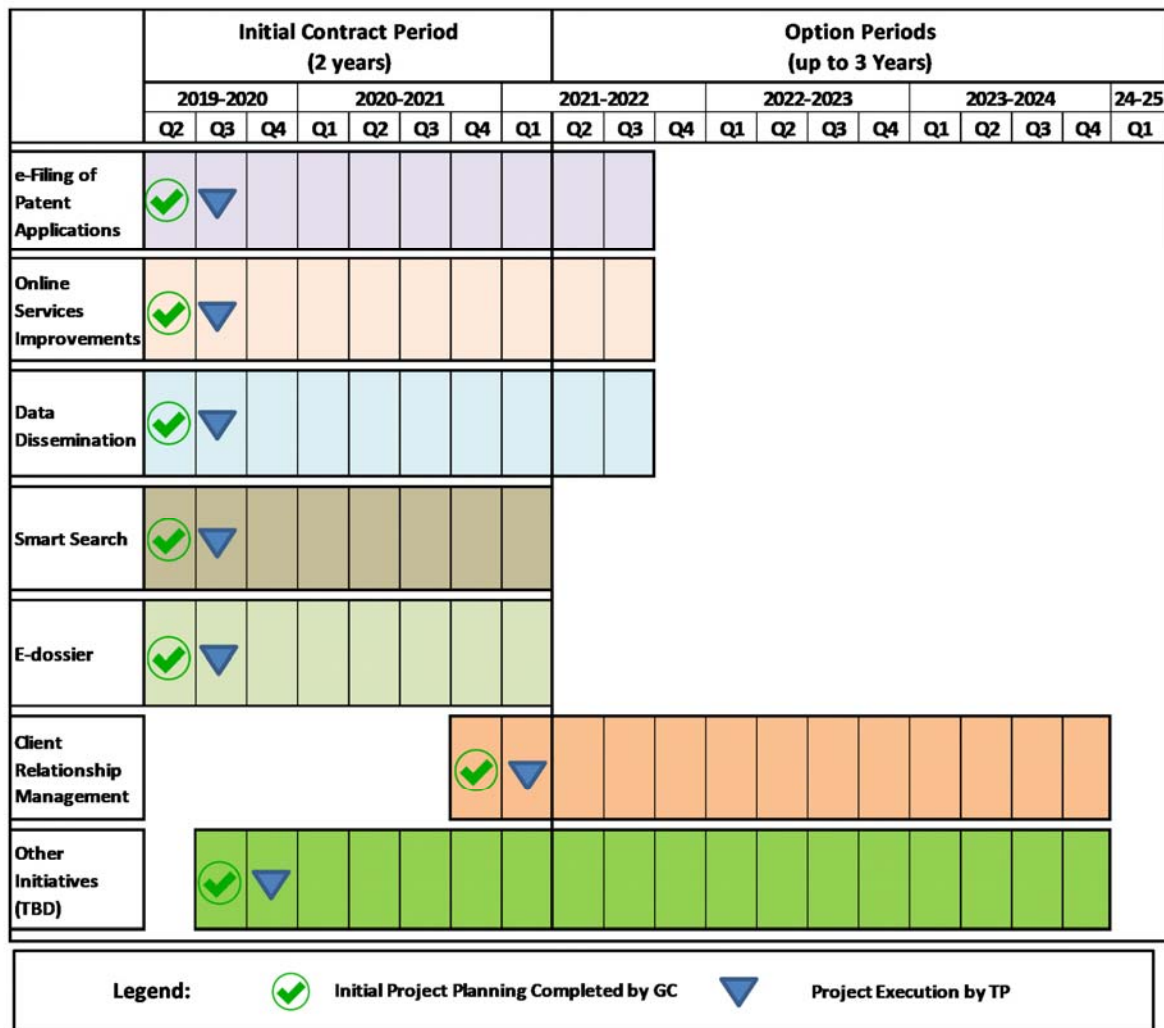


Figure 8 - Potential Roadmap for CDS Initiatives

APPENDIX 4 TO ANNEX A - ROADMAP FOR IPRMS INITIATIVES

The potential roadmap for IPRMS initiatives is provided below for reference only. The priority, plan and initiatives are subject to change throughout the journey of ITM.

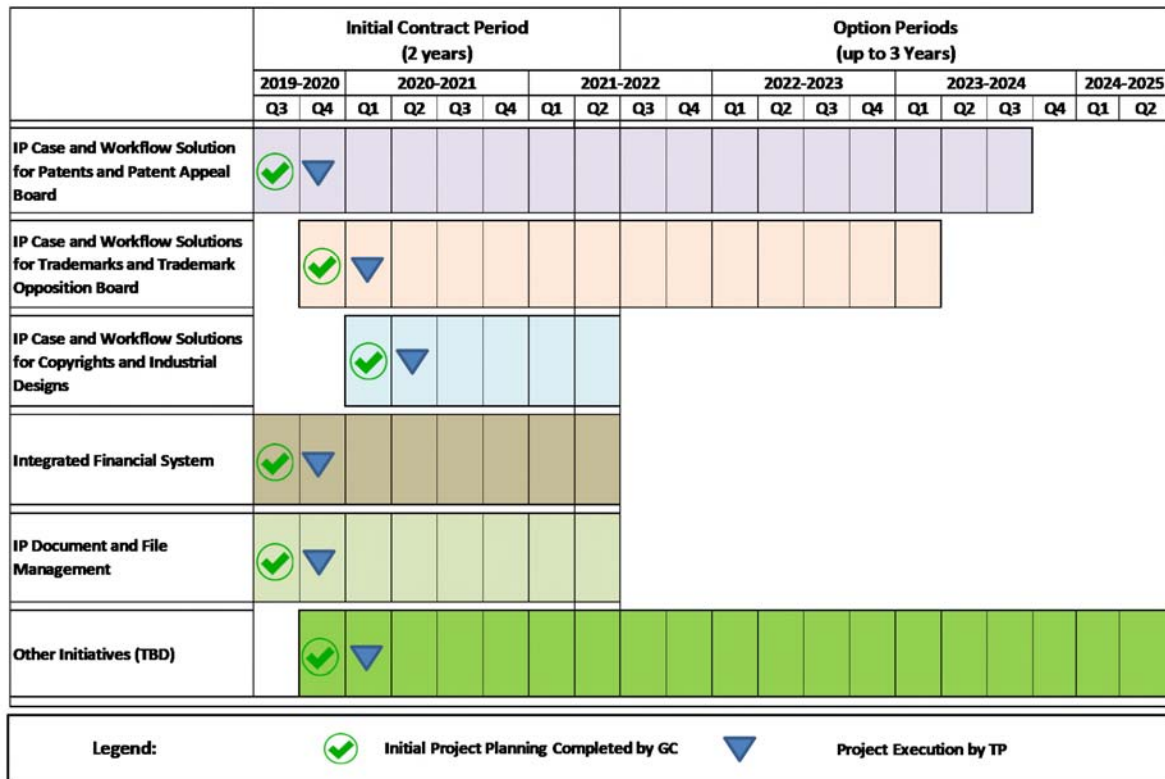


Figure 9 - Potential Roadmap for IPRMS Initiatives

APPENDIX 5 TO ANNEX A - RESOURCE CATEGORIES

It is anticipated that a range of TBIPS resource categories are required to meet the BPS requirements. The tables below provide an estimate of the resource categories, an estimate of the number of resources and an estimate of the total working days associated with each resource category for the initial contract period (2 years) and the option periods (up to 3 years). The information provided herein is for reference only. The priorities, plans and projects under BPS are subject to change throughout the journey of ITM, so as to the resource requirements. Additional categories may be added to the list during the contract period.

TBIPS ID	RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES FOR THE INITIAL CONTRACT PERIOD (2 YEARS)	TOTAL ESTIMATED WORKING DAYS FOR THE INITIAL CONTRACT PERIOD (2 YEARS)
APPLICATION SERVICES				
A.1.	Application/Software Architect	2	1	200
		3	1	200
INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY SERVICES				
I.3.	Database Analyst/Information Management Administrator	2	1	200
		3	1	100
I.4.	Database Modeller/Information Management Modeller	2	1	200
		3	1	100
I.5.	Information Management Architect	2	1	200
		3	1	200
I.6.	Network Analyst	2	1	200
		3	1	100
I.7.	Platform Analyst	2	1	200
		3	1	100
I.10.	Technical Architect	2	1	300
		3	1	200
I.11.	Technology Architect	2	1	300
		3	1	200

TBIPS ID	RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES FOR THE INITIAL CONTRACT PERIOD (2 YEARS)	TOTAL ESTIMATED WORKING DAYS FOR THE INITIAL CONTRACT PERIOD (2 YEARS)
BUSINESS SERVICES				
B.1.	Business Analyst	2	1	300
		3	1	200
B.2.	Business Architect	2	1	300
		3	1	200
B.3.	Business Consultant	2	1	300
		3	1	200
B.5.	Business Process Re-engineering Consultant	2	1	300
		3	1	200
B.6.	Business System Analyst	2	1	200
		3	1	100
B.9.	Courseware Developer	3	1	200
B.14.	Technical Writer	2	1	200
PROJECT MANAGEMENT SERVICES				
P.1.	Change Management Consultant	2	1	300
		3	1	100
P.2.	Enterprise Architect	2	1	200
		3	1	100
P.5.	Project Executive	3	1	200
P.7.	Project Coordinator	2	1	300
P.8.	Project Leader	2	1	300

TBIPS ID	RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES FOR THE INITIAL CONTRACT PERIOD (2 YEARS)	TOTAL ESTIMATED WORKING DAYS FOR THE INITIAL CONTRACT PERIOD (2 YEARS)
		3	1	200
P.9.	Project Manager	2	1	300
		3	1	200
P.11.	Quality Assurance Specialist	2	1	100
P.12.	Risk Management Specialist	2	1	200
CYBER PROTECTION SERVICES				
C.1.	Strategic Information Technology Security Planning and Protection Consultant	2	1	100
C.2.	Information Technology Security Methodology, Policy and Procedures Analyst	2	1	100

Table 12 (a) - BPS Resource Categories and Estimates for the Initial Contract Period

TBIPS ID	RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES FOR THE OPTION PERIODS (3 YEARS)	TOTAL ESTIMATED WORKING DAYS FOR THE OPTION PERIODS (3 YEARS)
APPLICATION SERVICES				
A.1.	Application/Software Architect	2	1	200
		3	1	200
INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY SERVICES				
I.3.	Database Analyst/Information Management Administrator	2	1	200
		3	1	100
I.4.	Database Modeller/Information Management Modeller	2	1	200
		3	1	100

TBIPS ID	RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES FOR THE OPTION PERIODS (3 YEARS)	TOTAL ESTIMATED WORKING DAYS FOR THE OPTION PERIODS (3 YEARS)
I.5.	Information Management Architect	2	1	200
		3	1	200
I.6.	Network Analyst	2	1	200
		3	1	100
I.7.	Platform Analyst	2	1	200
		3	1	100
I.10.	Technical Architect	2	1	300
		3	1	200
I.11.	Technology Architect	2	1	300
		3	1	200
BUSINESS SERVICES				
B.1.	Business Analyst	2	1	300
		3	1	200
B.2.	Business Architect	2	1	300
		3	1	200
B.3.	Business Consultant	2	1	300
		3	1	200
B.5.	Business Process Re-engineering Consultant	2	1	300
		3	1	200
B.6.	Business System Analyst	2	1	200
		3	1	100

TBIPS ID	RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES FOR THE OPTION PERIODS (3 YEARS)	TOTAL ESTIMATED WORKING DAYS FOR THE OPTION PERIODS (3 YEARS)
B.9.	Courseware Developer	3	1	200
B.14.	Technical Writer	2	1	200
PROJECT MANAGEMENT SERVICES				
P.1.	Change Management Consultant	2	1	300
		3	1	100
P.2.	Enterprise Architect	2	1	200
		3	1	100
P.5.	Project Executive	3	1	200
P.7.	Project Coordinator	2	1	300
P.8.	Project Leader	2	1	300
		3	1	200
P.9.	Project Manager	2	1	300
		3	1	200
P.11.	Quality Assurance Specialist	2	1	100
P.12.	Risk Management Specialist	2	1	200
CYBER PROTECTION SERVICES				
C.1.	Strategic Information Technology Security Planning and Protection Consultant	2	1	100
C.2.	Information Technology Security Methodology, Policy and Procedures Analyst	2	1	100

Table 12 (b) - BPS Resource Categories and Estimates for the Option Periods

APPENDIX 6 TO ANNEX A - LEGISLATIVE, REGULATORY AND POLICY REQUIREMENTS

Legislation, regulations, policy, directives, standards and guidelines provide further useful information to determine the compliance requirements of the delivery of services to GC. While the current location of the latest electronic version of each document is provided, all are subject to change.

1.1 ACTS AND REGULATIONS

<i>Financial Administration Act</i>	http://laws-lois.justice.gc.ca/eng/acts/f-11/
<i>Access to Information Act</i>	http://laws-lois.justice.gc.ca/eng/acts/a-1/
<i>Privacy Act</i>	http://laws-lois.justice.gc.ca/eng/acts/p-21/
<i>Personal Information Protection and Electronic Documents Act</i>	http://laws-lois.justice.gc.ca/eng/acts/p-8.6/
<i>Official Languages Act</i>	http://laws-lois.justice.gc.ca/eng/acts/o-3.01/
<i>Accessible Canada Act</i>	https://laws-lois.justice.gc.ca/eng/acts/A-0.6/
<i>Patent Act</i>	https://laws-lois.justice.gc.ca/eng/acts/P-4/index.html
<i>Patent Rules</i>	https://laws-lois.justice.gc.ca/eng/regulations/SOR-96-423/index.html
<i>Trade-marks Act</i>	https://laws-lois.justice.gc.ca/eng/acts/T-13/index.html
<i>Trade-marks Regulations</i>	https://laws-lois.justice.gc.ca/eng/regulations/sor-96-195/index.html
<i>Copyright Act</i>	https://laws-lois.justice.gc.ca/eng/acts/C-42/index.html
<i>Copyright Regulations</i>	https://laws-lois.justice.gc.ca/eng/regulations/SOR-97-457/index.html
<i>Industrial Design Act</i>	https://laws-lois.justice.gc.ca/eng/acts/I-9/index.html
<i>Industrial Design Regulations</i>	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2018-120/index.html
<i>Integrated Circuit Topography Act</i>	https://laws-lois.justice.gc.ca/eng/acts/I-14.6/index.html
<i>Integrated Circuit Topography Regulations</i>	https://laws-lois.justice.gc.ca/eng/regulations/SOR-93-212/index.html

Table 13 - Acts and Regulations

All other Federal Acts, including those not listed above, can be found in their entirety on the Department of Justice website www.justice.gc.ca.

1.2 POLICIES, DIRECTIVES, STANDARDS AND GUIDELINES

<i>Policy Framework for Information and Technology</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12452
<i>Policy on Information Management</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12742
<i>Policy on Management of Information Technology</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12755
<i>Policy on Privacy Protection</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12510
<i>Policy on Access to Information</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12453
<i>Policy on Government Security</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578
<i>Operational Standard for the Security of Information Act</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12323
<i>Policy on Internal Audit</i>	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16484
<i>Policy on Communications and Federal Identity</i>	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683
<i>Federal Identity Program</i>	https://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/communications/fip-pcim/index-eng.asp
<i>Directive on Identity Management</i>	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16577
<i>Interim Directive on the Administration of the Access to Information Act</i>	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18310
<i>Directive on Management of Information Technology</i>	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15249
<i>Framework for the Management of Risk</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=19422
<i>Policy on Service and Digital</i>	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32603
<i>Directive on Service and Digital</i>	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32602

Table 14 - Acts and Regulations

All other Treasury Board policies and related instruments including those not listed above, can be found in their entirety on the Treasury Board of Canada Secretariat website (<http://www.tbs-sct.gc.ca/pol/index-eng.aspx>).

1.3 POLICIES, STANDARDS AND DIRECTIVES GOVERNING ON-LINE SERVICE DELIVERY

<i>Standard on Web Accessibility</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601
<i>Standard on Web Usability</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227
<i>Standard on Web Interoperability</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25875
<i>Standard on Optimizing Websites and Applications for Mobile Devices</i>	http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27088
<i>Technical specifications for the Web and mobile presence</i>	https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/technical-specifications/web-mobile-presence.html
<i>Standard on Privacy and Web Analytics</i>	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26761
<i>Standard on Email Management</i>	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27600

Table 15 - Policies, Standards and Directives Governing On-line Service Delivery

All other Treasury Board web communication instruments including those not listed above, can be found in their entirety on the Treasury Board of Canada Secretariat website (<http://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/communications/index-eng.asp>).

1.4 IT SECURITY GUIDELINES

<i>Canadian Centre for Cyber Security</i>	https://www.cse-cst.gc.ca/en/publication/tra-1
<i>Harmonized Threat and Risk Assessment Methodology (TRA)</i>	https://cyber.gc.ca/en/guidance/harmonized-tra-methodology-tra-1
<i>ITSP.30.031 V2 User Authentication Guidance for Information Technology Systems</i>	https://www.cse-cst.gc.ca/en/system/files/pdf_documents/itsp.30.031v2-eng.pdf
<i>IT Security Risk Management Life Cycle Approach (ITSG-33)</i>	https://cyber.gc.ca/en/guidance/it-security-risk-management-lifecycle-approach-itsg-33
<i>Clearing and Declassifying Electronic Data Storage Devices</i>	https://www.cse-cst.gc.ca/en/publication/itsg-06
<i>NIST SPECIAL PUBLICATIONS (SP)</i>	http://csrc.nist.gov/publications/PubsSPs.html#SP_800
<i>Technology Supply Chain Guidelines (TSCG)</i>	https://www.cse-cst.gc.ca/en/publication/tscg-01g
<i>Cloud Security for the Government of Canada</i>	https://cyber.gc.ca/en/guidance/cloud-security-government-canada-itse50060

Table 16 - IT Security Guidelines

All CSE guidelines, including those not listed above, can be found in their entirety on the [IT Security Guidance](https://www.cse-cst.gc.ca/en/group-groupe/its-advice-and-guidance) Section of Canadian Centre for Cyber Security website (<https://www.cse-cst.gc.ca/en/group-groupe/its-advice-and-guidance>).

ANNEX B - PRICING SCHEDULE

PRICING SCHEDULE

1. INITIAL CONTRACT PERIOD

INITIAL CONTRACT PERIOD (YEAR 1 and YEAR 2)		
Stream 1 - Application Services		
Resource Category	Experience Level	Firm Per Diem Rate
A.1 Application/Software Architect	2	
	3	
Stream 3 - Information Management/Information Technology Services		
I.3. Database Analyst/Information Management Administrator	2	
	3	
I.4. Database Modeller/Information Management Modeller	2	
	3	
I.5. Information Management Architect	2	
	3	
I.6. Network Analyst	2	
	3	
I.7. Platform Analyst	2	
	3	
I.10. Technical Architect	2	
	3	
I.11. Technology Architect	2	
	3	
Stream 4 - Business Services		

INITIAL CONTRACT PERIOD (YEAR 1 and YEAR 2)		
B.1 Business Analyst	2	
	3	
B.2 Business Architect	2	
	3	
B.3 Business Consultant	2	
	3	
B.5 Business Process Re-engineering Consultant	2	
	3	
B.6 Business System Analyst	2	
	3	
B.9 Courseware Developer	3	
B.14 Technical Writer	2	
Stream 5 - Project Management Services		
P.1 Change Management Consultant	2	
	3	
P.2 Enterprise Architect	2	
	3	
P.5 Project Executive	3	
P.7 Project Coordinator	2	
P.8 Project Leader	2	
	3	
P.9 Project Manager	2	
	3	
P.11 Quality Assurance Specialist	2	

INITIAL CONTRACT PERIOD (YEAR 1 and YEAR 2)		
P.12 Risk Management Specialist	2	
Stream 6 - Cyber Protection Services		
C.1 Strategic Information Technology Security Planning and Protection Consultant	2	
C.2 Information Technology Security Methodology, Policy and Procedures Analyst	2	

2. OPTION PERIODS

OPTION PERIODS (YEAR 3, YEAR 4 and YEAR 5)		
Stream 1 - Application Services		
Resource Category	Experience Level	Firm Per Diem Rate
A.1 Application/Software Architect	2	
	3	
Stream 3 - Information Management/Information Technology Services		
I.3. Database Analyst/Information Management Administrator	2	
	3	
I.4. Database Modeller/Information Management Modeller	2	
	3	
I.5. Information Management Architect	2	
	3	
I.6. Network Analyst	2	
	3	
I.7. Platform Analyst	2	
	3	

OPTION PERIODS (YEAR 3, YEAR 4 and YEAR 5)		
I.10. Technical Architect	2	
	3	
I.11. Technology Architect	2	
	3	
Stream 4 - Business Services		
B.1 Business Analyst	2	
	3	
B.2 Business Architect	2	
	3	
B.3 Business Consultant	2	
	3	
B.5 Business Process Re-engineering Consultant	2	
	3	
B.6 Business System Analyst	2	
	3	
B.9 Courseware Developer	3	
B.14 Technical Writer	2	
Stream 5 - Project Management Services		
P.1 Change Management Consultant	2	
	3	
P.2 Enterprise Architect	2	
	3	
P.5 Project Executive	3	
P.7 Project Coordinator	2	

OPTION PERIODS (YEAR 3, YEAR 4 and YEAR 5)		
P.8 Project Leader	2	
	3	
P.9 Project Manager	2	
	3	
P.11 Quality Assurance Specialist	2	
P.12 Risk Management Specialist	2	
Stream 6 - Cyber Protection Services		
C.1 Strategic Information Technology Security Planning and Protection Consultant	2	
C.2 Information Technology Security Methodology, Policy and Procedures Analyst	2	

ANNEX C - SECURITY REQUIREMENTS CHECKLIST (SRCL)

COMMON-PS-SRCL#9



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

U8210-199175

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
CIPO on behalf of ISED		Program 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			
BPS Business Partner Services - CIPO IT Modernization			
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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input checked="" type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non Oui			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



COMMON-PS-SRCL#9



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
U8210-199175

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PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET-- SIGINT TRÈS SECRET-- SIGINT	<input type="checkbox"/> SECRET SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

ANNEX D - TASK AUTHORIZATION (TA)

1. OVERVIEW

- 1.1 An authorized TA is the TA that has been signed by the Contracting Authority and Project Authority, inclusive of amendments, regardless of the value.
- 1.2 An obligation will come into force only when the Contractor receives a TA from the Contracting Authority, inclusive of any amendments, authorized and issued in accordance with the Contract, and only to the extent designated in the authorized TA. The Contractor acknowledges that Work performed before a TA or amendment of a TA, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense.
- 1.3 When applicable, the Contractor must not commence Work until all certifications requested in Appendix 3 to Annex D and a signed Appendix 4 to Annex D - Non-Disclosure Agreement and Conflict of Interest Declaration have been submitted to the Contracting Authority with each TA response and for each proposed resource.
- 1.4 The TA, or any TA amendments thereof, will be authorized under the Contract through the use of Appendix 1 to Annex D - TA Template.

2. TA ISSUANCE, RESPONSE AND APPROVAL

- 2.1 For any new TA, the Contracting Authority will provide the Contractor with a draft TA using Appendix 1 to Annex D.
- 2.2 Within ten (10) working days (or a longer period otherwise specified in writing by the Contracting Authority) of its receipt of the request, the Contractor must provide the Contracting Authority with a detailed response to the draft TA, clearly and sufficiently addressing all the elements included in the draft TA.
- 2.3 If in its opinion, the requirements contained in the TA could be improved, the Contractor are invited to make suggestions, in writing, to the Contracting Authority. The Contractor should clearly outline the suggested improvement as well as the reason for the suggestion. Canada has the right to accept or reject any or all suggestions.
- 2.4 If revisions are made to the draft TA, the Contracting Authority will provide the Contractor with a final version of the TA. Otherwise, the draft TA will be considered as the final TA.
- 2.5 Within five (5) working days (or a longer period otherwise specified in writing by the Contracting Authority) of its receipt of the request, the Contractor must provide the Contracting Authority with a signed and dated final response to the final version of the TA.
- 2.6 Upon approval (signed off) by the Contracting Authority and the Project Authority, the TA becomes authorized and will be issued to the Contractor by the Contracting Authority.

3. TA AMENDMENT, RESPONSE AND APPROVAL

- 3.1 Any previously issued TA may be amended from time to time to reflect the changes made to the TA, including but not limited to the Work requirements, project plan, costing and/or the acceptance criteria.
- 3.2 For any TA amendment, the Contracting Authority will provide the Contractor with a draft version, specifying all the changes made to the previously issued TA or TA amendment.

- 3.3 Within five (5) working days (or a longer period otherwise specified in writing by the Contracting Authority) of its receipt of the request, the Contractor must provide the Contracting Authority with a detailed response to the draft TA amendment, clearly and sufficiently addressing all the elements included in the draft TA amendment.
- 3.4 If revisions are made to the draft TA amendment, the Contracting Authority will provide the Contractor with a final version of the TA amendment. Otherwise, the draft TA amendment will be considered as the final TA amendment.
- 3.5 Within five (5) working days (or a longer period otherwise specified in writing by the Contracting Authority) of its receipt of the request, the Contractor must provide the Contracting Authority with a signed and dated final response to the final version of the TA amendment.
- 3.6 Upon approval (signed off) by the Contracting Authority and the Project Authority, the TA amendment becomes authorized and will be issued to the Contractor by the Contracting Authority.

4. RESOURCE REQUIREMENTS

- 4.1 Each proposed resource must meet the minimum requirements as described in Task-Based Informatics Professional Services portal (<https://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>).
- 4.2 Depending on the specific requirement of the TA, the proposed resources may be required to meet additional mandatory requirements such as technical expertise, certifications and security level in addition to the minimum requirements described in the TBIPS portal. The process is described in Appendix 2 to Annex D.

5. PERIODIC USAGE REPORTS - CONTRACT WITH TA

- 5.1 The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any amendments) authorized and issued under the Contract.
- 5.2 No later than fifteen (15) calendar days after the end of each of the reporting periods as specified in 5.3, the Contractor must submit to the Contracting Authority and Project Authority a Periodic Usage Report using the template provided in Appendix 5 to Annex D. The electronic version (in MS Office Excel) of the template will be provided to the Contractor after contract award. If there are no changes to the previous periodic usage report at the end of a reporting period, the Contractor must submit a "NIL" response in the "Remarks" section of the template to the Contracting Authority and Project Authority.
- 5.3 The reporting periods are defined as follows:
 - 1st quarter: April 1 to June 30;
 - 2nd quarter: July 1 to September 30;
 - 3rd quarter: October 1 to December 31; and
 - 4th quarter: January 1 to March 31.

APPENDIX 1 TO ANNEX D - TA TEMPLATE

This Appendix provides instructions and a template to guide the Project Authority to prepare a TA or the Contractor to respond to the TA in accordance with the resulting contract clauses.

1. INSTRUCTIONS

- 1.1 Commentary or guidance on completing a section of the template are identified in the brackets <>, and will be removed when completing the template.
- 1.2 **TA ID:** A unique Identification Number (ID) will be assigned to each TA by the Contracting Authority, prefaced with "TA #" followed by a three-digit numeric number in a sequential order starting from 001 (for instance, the third TA will be issued as TA #003.).
- 1.3 **TA Amendment ID:** Any amendment made to the previously issued TA will be assigned an additional two-digit numeric number in a sequential order starting from 01, subsequent to the TA ID with a separator "-" (for instance, the second amendment to TA #003 will be issued as TA #003-02).
- 1.4 **Revision Number:** any revision made to the proposed TA or TA amendment will be tracked by two-digit numeric number in a sequential order starting from 01, prefaced with a "VER". (for instance, VER06)
- 1.5 All parties (i.e. the Project Authority, Contracting Authority and Contractor) must sign the agreed-upon final version of the TA by completing the TA Cover Page as shown in 2.1 below before the requested Work under the TA can be commenced by the Contractor.
- 1.6 All parties (i.e. the Project Authority, Contracting Authority and Contractor) must sign the agreed-upon final version of the TA amendment by completing the TA Amendment Cover Page as shown in 3.1 below before the requested changes made to the TA can be commenced by the Contractor.

2. TA TEMPLATE

2.1 TA Cover Page

TA Title: < >			
TA #: < >		Revision #: VER < >	
	Name	Signature	Date
Initiated by:	< >	< >	<month-day-year>
Approved by Project Authority:	< >	< >	<month-day-year>
Accepted by Contractor:	< >	< >	<month-day-year>
Approved by Contracting Authority:	< >	< >	<month-day-year>
Remarks: < >			

2.2 TA Main Body

1 Background Information

<Provide background information including issues and challenges.>

2 Objective and Scope

<Describe the objectives and scope of this TA.>

3 Detailed Requirements

<Describe the requirements in details, including but not limited to service categories(s), business, technical, operational and/or functional requirements, period of services, work location, project environment, travel requirements, level of security clearance and language requirements, and resource requirements, etc.>

4 Resource Additional Mandatory Requirements

<If required, provide additional resources mandatory requirements using the Additional Mandatory Criteria (AMC) Form provided in Appendix 2 to Annex D.>

5 Project Plan

<Provide a high level plan outlining the project steps, timelines, deliverables, major milestones, resource requirements, stakeholder engagement, change management, risk management and project oversight, etc.>

6 Roles and Responsibilities

<Identify the roles and responsibilities among key stakeholders associated with this TA.>

7 Assumptions and Constraints

<Describe any assumptions and constraints associated with the completion of this TA, for instance, the development environment, the production environment, etc.>

8 Cost Detail

<Provide detailed costing to deliver the Work under this TA. The Contractor's estimate of the cost must be clearly substantiated and upon approval from the Project Authority and the Contracting Authority.>

9 Testing Requirements and Acceptance Criteria

<Provide detailed testing requirements and a set of the criteria that the Contractor must meet in order for the Work under this TA to be accepted and payment to be authorized by the Project Authority and the Contracting Authority.>

10 TA Performance Requirements and Review

<Describe specific performance requirements and review process associate with this TA in accordance with the Performance Framework described in Appendix 6 to Annex D.>

3. TA AMENDMENT TEMPLATE

3.1 TA Amendment Cover Page

TA Title: < >			
TA Amendment #: < >		Revision #: < >	
	Name	Signature	Date
Initiated by:	< >	< >	<month-day-year >
Approved by Project Authority:	< >	< >	<month-day-year >
Accepted by Contractor:	< >	< >	<month-day-year >
Approved by Contracting Authority:	< >	< >	<month-day-year >
Remarks: < >			

3.2 TA Amendment Main Body

<p>1 Purpose</p> <p><Explain the objective of the amendment.></p> <p>2 Summary</p> <p><Summarize the main areas of the TA to be amended in reference to the original TA.></p> <p>3 Amendment Details</p> <p><Provide amendment details, for instance changes made to service categories(s), business, technical, operational and/or functional requirements, period of services, project plan and resource requirements, and costing, etc.></p> <ul style="list-style-type: none">For each TA requirement to be revised, the following standard text will be used: <The original requirement > is hereby deleted in its entirety from this TA and is replaced with the following: <Insert the revised requirement>For each TA requirement to be deleted, the following standard text will be used: <The original requirement > is hereby deleted in its entirety from this TA.>For any new TA requirement to be added, the following standard text will be used: The following requirement is hereby added in its entirety to this TA: <Insert the new requirement> <p>4 Amendment Ending</p> <p>Each amendment will be ended with the following sentence: "All other terms and conditions remain the same."</p>

APPENDIX 2 TO ANNEX D - RESOURCE ASSESSMENT

1. PROPOSING RESOURCES

- 1.1 For each proposed resource, the Contractor must provide to the Contracting Authority his/her most recent résumé and the requested security clearance information.
- 1.2 The Contractor must also submit its responses to the additional mandatory criteria set out for each resource by completing the AMC form below.

Resource Category and Level:			
Proposed Resource Name:			
ID #	Additional Mandatory Criteria	Contractor's Response	Demonstrated Experience - Cross Reference to Resume
AMC-1			
AMC-2			
.....			
AMC-N			

Note to the Contractor:

- (a) **ID #:** This is an assigned evaluation criterion number and is prefaced with an "AMC" for Additional Mandatory Criteria.
 - (b) **Additional Mandatory Criteria:** Refers to additional requirements that the proposed resource must meet in addition to the minimum TBIPS requirements including but not limited to technical expertise, security and certifications. The Project Authority will establish the additional requirements for each required resource.
 - (c) **Contractor's Response:** The Contractor must provide its response in sufficient details in this column to demonstrate its full compliance with the corresponding mandatory criterion.
 - (d) **Demonstrated Experience - Cross Reference to Resume:** The Contractor should provide the precise location of the reference information including the page/paragraph numbers in the resume.
- 1.3 With respect to the proposed resources:
- (a) The same individual must not be proposed for more than one Resource Category.
 - (b) The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements).
 - (c) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work.
 - (d) For educational requirements for a particular degree, designation or certificate, the

Contracting Authority will only consider educational programs that were successfully completed by the proposed resource by the time of the issuance of the TA. If the degree, designation or certification was issued by an educational institution outside of Canada, the Contractor must provide a copy of the results of the academic credential assessment and qualifications recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC) (<https://www.cicic.ca/>) or listed in the World Higher Education Database (WHED) provided by International Association of Universities (<https://www.whed.net/>).

- (e) For requirements relating to professional designation or membership, the proposed resource must have the required designation or membership by the time of the issuance of the TA and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the contract period.
- (f) For work experience, the Contracting Authority will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
- (g) For any requirements that specify a particular time period (e.g., 2 years) of work experience, the résumé should include the relevant dates for the experience claimed (i.e., the start date and end date). The Contracting Authority will disregard any information about experience if the proposed resource's résumé does not include such information.
- (h) For work experience to be considered by the Contracting Authority, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the proposed resource has the required work experience by explaining the responsibilities and work performed by this resource while in that position. The Contractor is requested to provide complete details as to where, when (month and year), how (through which activities/responsibilities,) the stated qualifications/experience were obtained, and end results. Situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

2. ASSESSING RESOURCES

- 2.1 Each proposed resource will be assessed for the compliance with the minimum and additional mandatory criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Mandatory criteria will not be considered as met if the client is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.

- 2.2 At the discretion of the Contracting Authority, the Contractor may be allowed to substitute the originally proposed resource that does not meet the minimum and/or additional mandatory criteria.
- 2.3 During the assessment of the proposed resources, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may determine that the Contractor's response to the TA is non-responsive.

APPENDIX 3 TO ANNEX D - TA CERTIFICATIONS

The Contractor must provide the Contracting Authority with the following certifications, as applicable, along with its response to the assigned Task Authorization. Additional certifications may be requested and identified in the specific TA. Failure to comply with this requirement may result in a default under the Contract in accordance with the General Conditions.

1 CERTIFICATION OF EDUCATION AND EXPERIENCE

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

Print Name of Authorized Representative of the Contractor & Sign above

Date

2 CERTIFICATION OF RESOURCE AVAILABILITY

The Contractor certifies that, should it be authorized to provide services under this Task Authorization (TA), each and all the resource(s) proposed for this TA will be available to commence performance of the work within five (5) working days from the date of issuance of the valid TA, or within the time specified in the TA, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print Name of Authorized Representative of the Contractor & Sign above

Date

3 CERTIFICATION OF RESOURCE STATUS

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

Print Name of Authorized Representative of the Contractor & Sign above

Date

4 CERTIFICATION OF LANGUAGE - [English or Bilingual or French]

The Contractor certifies that the proposed resource(s) to perform the Work under the Task Authorization is/are

[Option 1 - Unilingual English] fluent in English. The proposed resource(s) must be able to communicate orally and in writing in English without any assistance and with minimal errors.

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

Print Name of Authorized Representative of the Contractor & Sign above

Date

APPENDIX 4 TO ANNEX D - NON-DISCLOSURE AGREEMENT AND CONFLICT OF INTEREST DECLARATION

Non-Disclosure Agreement and Conflict of Interest Declaration		
<p>I _____ of the City of _____, recognize that, in the course of my work to be performed under the Contract (File Number: <u>to be inserted after contract award</u>), I may be given access to confidential in some instances classified, and proprietary information and documentation (including those directly or indirectly related to the Canadian Intellectual Property Office (CIPO) IT Modernization project) belonging to Crown and confidential or proprietary information and documentation belonging to third parties (all collectively referred to as the "Information"). I agree that:</p> <ul style="list-style-type: none">a) I will not, without the prior written permission of the Project Authority identified under the Contract, disclose the Information to anyone other than the Crown personnel directly involved in this Contract who have executed this confidentiality agreement and then only on a need-to-know basis;b) I will not make copies of the Information, nor make use of the Information, for any purpose other than the performance of the Contract; andc) At the expiry or termination of my duties under the Contract, I will immediately deliver to the Project Authority identified under the Contract, all copies, whether in hard copy or soft copy format, of the Information that has come into my possession. <p>I hereby represent and warrant that, either as an individual or through any business organization including, without limitation, a corporation, partnership, or joint venture in which I have an ownership, control, or any other kind of interest, that I will immediately report to the Contracting Authority identified under the Contract any conflicts of interest that I become aware of during the Contract period.</p>		
_____	_____	_____
Resource Name	Resource Signature	Date
_____	_____	_____
Resource Name	Resource Signature	Date
_____	_____	_____
Contractor Authorized Representative Name	Contractor Authorized Representative Signature	Date

APPENDIX 5 TO ANNEX D - PERIODIC USAGE REPORT TEMPLATE

This Appendix provides a template to guide the Contractor to prepare the required periodic usage report for submission to the Contracting Authority and Project Authority on a quarterly basis. Commentary or guidance on completing a section of the template are identified in the brackets <>, and will be removed when completing the template.

TA PERIODIC USAGE REPORT					
SUMMARY					
Contractor: <>			Contract #: <>		
Reporting Start Date: <month-day-year >			Reporting End Date: < month-day-year >		
Contract Value (Tax Included) [A]:					\$<>
Total Estimated Cost (Tax Included) of All Authorized TAs to Date, Inclusive of Any Amendments [B]:					\$<>
Estimated Remaining Funds (Tax Included) [A - B]:					\$<>
Total Actual Cost (Tax Included) Incurred to Date for All Authorized TAs, Inclusive of Any Amendment(s) [C]:					\$<>
Total Amount (Tax Included) Invoiced to Date for All Authorized TAs, Inclusive of Any Amendment(s):					\$<>
Total Payment (Tax Included) Received to Date for All Authorized TAs, Inclusive of Any Amendment(s):					\$<>
Actual Remaining Funds (Tax Included) in Contract [A - C]:					\$<>
TA COST TRACKING					
TA # or TA Amendment #	TA Title	Total Estimated Cost (Including Taxes)	Total Authorized Increase/Decrease (Including Taxes)	Total Actual Cost (Including Taxes)	Total Actual Taxes
<>	<>	\$<>	\$<>	\$<>	\$<>
<>	<>	\$<>	\$<>	\$<>	\$<>
<>	<>	\$<>	\$<>	\$<>	\$<>
<>	<>	\$<>	\$<>	\$<>	\$<>
TA STATUS					
TA # or TA Amendment #	TA Title	Start Date	Completion Date	Completion %	Key Issues
<>	<>	<month-day-year >	<month-day-year >	< >%	<>
<>	<>	<month-day-year >	<month-day-year >	< >%	<>
<>	<>	<month-day-year >	<month-day-year >	< >%	<>
<>	<>	<month-day-year >	<month-day-year >	< >%	<>
APPROVAL					
	Name	Signature		Date	
Submitted by the Contractor:	<>	<>		<month-day-year >	
Approved by the Project Authority:	<>	<>		<month-day-year >	
Approved by the Contracting Authority:	<>	<>		<month-day-year >	
Remarks: <>					

ANNEX E - CONTRACT PERFORMANCE MANAGEMENT

Important note to the Contractor:

1. Canada has developed an overarching Performance Management Framework for this Contract.
2. After the contract award and prior to the commencement of the Work, Canada will engage the Contractor in reviewing and finalizing the Framework.
3. The mutually agreed Framework will be included in the Contract and be used to enhance contract management throughout the contract period.
4. If mutually requested and agreed, the Framework maybe revised from time to time through the contract amendment.

ANNEX F - EVALUATION AND SELECTION

This Annex outlines the steps to be followed and methodology to be used for the technical and financial evaluation of the bids. It also provides the Bidder with instructions on how to prepare its responses to the technical evaluation criteria and how to prepare its financial bid. This Annex also describes how the winning bids are determined.

This Annex is comprised of three Sections: Section 1 - Technical Evaluation, Section 2 - Financial Evaluation and Section 3 - Basis of Selection.

SECTION 1 - TECHNICAL EVALUATION

1. OVERVIEW

This Section outlines the steps to be followed and methodology to be used for the technical evaluation of the bids. It also provides Bidders with instructions on how to prepare its response to the technical evaluation criteria.

2. DEFINITION

In the technical evaluation, unless the context otherwise requires:

Affiliate is an organization that directly or indirectly through one or more intermediaries' controls, is controlled by or is under common control with, another organization.

Agile is an iterative approach to planning and guiding project processes where the project is completed in small sections (<https://searchsoftwarequality.techtarget.com/definition/iterative>).

Arms-length relates to any transaction where the parties are independent of each other.

Bidder, for the purposes of the corporate mandatory and point-rated criteria as described in Appendix 1 to Annex F - Corporate Criteria, the definition of "Bidder" under section 04 Definition of Bidder of Standard Instructions 2003 is replaced with the following definition:

Bidder means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It also includes the parent, subsidiaries or other affiliates of the Bidder.

Case and Workflow Management is set of collaborative, client-driven processes providing services to support the clients' goals in a given context. It is produced by the execution and automation of business processes where tasks are actioned and documented, according to applicable rules.

Contract Value refers to the combined original value of the contract (including all applicable taxes) and the aggregate amendment value (including all applicable taxes).

Deputy Practice Leader is the person who replaces the practice leader when on leave, and is able to backfill this role in the event of the practice leader's sudden departure, until the role is permanently staffed.

Digital Service is an automated service delivered via the internet or an electronic network.

Document and File Management means the creation, administration, permission control, tracking and storage of digital documents and metadata for files originally in physical or digital format.

Enterprise-Wide means spanning an entire organization e.g. a Department of Government or across multiple departments in a large organization.

Formal Practice means a line of business with a formal structure, budget and team (other than a sales and marketing team), an experienced practice leader and deputy practice leader, full time employees belonging to the practice, HR strategies and/or plans, and standard methodologies, tools and best practices that it uses.

Interoperability is the ability of different systems, devices, applications or products to connect and communicate in a coordinated way, without effort from the end user. Functions of interoperable components include data access, data transmission and cross-organizational collaboration regardless of its developer or origin. Similar to compatibility, interoperability helps organizations achieve higher efficiency and a more holistic view of information.

IT Modernization means to improve, enhance and/or update an organization's Information Technology (IT) systems to re-purpose or consolidate legacy systems in order to support evolving business needs.

IT Transformation is a complete reassessment and overhaul of an organization's Information Technology (IT) systems in order to improve the efficiency and delivery in a digital economy.

Practice Leader is a senior executive within a bidder's organization that is responsible and accountable for a defined line of business services and solutions or business segment (i.e. a practice). The practice leader is accountable for the vision, mission, strategic planning, organizational structure, human resources (securing, leading, managing, training and retaining) and other elements (such as the practice's best practices, methodologies etc.) that contribute to the overall performance of the practice.

Public Sector refers to organizations and entities that are part of any governmental structure and that are not controlled by individuals, voluntary organizations or private companies.

Private Sector refers to organizations that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce, industry, private emergency responses organizations and private voluntary organizations.

Recognized University or College includes any Canadian university or college as well as any international university or college listed under the Canadian Information Centre for International Credentials (CICIC) available at: <https://www.cicic.ca/> or the World Higher Education Database (WHED) provided by International Association of Universities available at <https://www.whed.net>.

Resource Level 2 refers to a resource who has required number of years of experience equal or greater than five (5) years but less than ten (10) years.

Resource Level 3 refers to a resource who has required number of years of experience equal or greater than ten (10) years.

Senior Management refers to employee(s) at director level (or equivalent) or above in both the public and private sector.

Successfully Completed Project means a project has been delivered within the mutually agreed upon work requirements, price, schedule, and service levels or performance agreement.

3. EVALUATION PROCEDURE

The technical evaluation consists of the following steps:

- (1) Check References;
- (2) Evaluate Responses to Mandatory Criteria; and
- (3) Evaluate Responses to Point-Rated Criteria.

The subsequent sections describe each step in more details.

4. CHECK REFERENCES

4.1 BIDDER INSTRUCTIONS

Reference checks will be used to verify and validate any reference contract provided by the Bidder in Form 1 to Annex F - Reference Contracts for Corporate Criteria. The Bidder is requested to complete and submit Form 1 in accordance with the instructions provided in Form 1. Reference Contracts submitted in any other format may not be accepted. The Bidder should send a written request via email to the Contracting Authority for the electronic version of this form. It is the Bidder's responsibility to confirm in advance with its client

contact that this person is willing and will be available to provide a reference for the respective contract or project. The following protocol will be followed regarding communicating with the client contact.

- (a) The Contracting Authority will send the reference check request by e-mail directly to the client contact for the referenced contract. The client contact will have five (5) working days (or a longer period otherwise specified in writing by the Contracting Authority) from the date that the request was sent, to respond to the Contracting Authority.
- (b) The client contact will be required, within two (2) working days after the Contracting Authority sends out the reference check request, to acknowledge the receipt of the reference check request and identify his or her willingness and availability to conduct such a reference check. If the Contracting Authority does not receive the required response from the client contact, he or she will notify the Bidder by e-mail, to allow the Bidder to contact its client contact directly to ensure the person in question responds to the Contracting Authority within the allotted time.
- (c) If the client contact is unavailable when required during the evaluation period, the Bidder will be requested to provide an alternate client contact for the same contract. Bidders will only be provided with this opportunity once for each referenced contract and only if the original client contact is unavailable to respond. The process as described in (b) will be applied if the reference check is to be provided by the alternate client contact. The period to respond for either the original client contact, or the alternate client contact, will be a total of five (5) working days (or a longer period otherwise specified in writing by the Contracting Authority) in accordance with (b).
- (d) If the client contact is unable to confirm any aspect of the reference check request, the Bidder may be requested to provide secondary client contact(s) for the same contract to confirm the unanswered aspect of the reference check request within the period specified by the Contracting Authority.
- (e) Wherever information provided by a client contact differs from the information provided by the Bidder, the Bidder and/or the client contact may be given an opportunity to clarify. The information to be assessed includes the Bidder's original information for the referenced contract, any information provided by the Bidder in response to clarification request(s), any information provided by the client contact for the referenced contract, and any information provided by the client contact in response to clarification request(s).

4.2 REFERENCE CHECK

The Contracting Authority will ask the client contact in his or her e-mail request for a reference check, to make a written confirmation (i.e. 'Yes' or 'No') on every aspect of the reference contract as described in section III of a corporate mandatory or corporate point-rated criterion.

Taking CM-4 in Appendix 1 to Annex F - Corporate Criteria as an example, the Contracting Authority will include the following text in his or her e-mail request:

As a client contact proposed by ____ (the Bidder's name) for this reference contract ____ (the CORP #), please confirm, to your best knowledge, if

- (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder. Yes [] No []
- (b) The Bidder, as the primary contractor, provided, within the last ten (10) years prior to the bid closing date, portfolio management service consisting of any two (2) of the following components:
 - i) Developing target portfolio implementation strategy and plan;
 - ii) Supporting target portfolio implementation; and
 - iii) Supporting target portfolio management.

Yes [] No []

- (c) The Bidder utilized its corporate methodologies or best practices in delivering portfolio management services pertinent to (b). Yes [] No []
- (d) The minimum contract value is CA\$ two (2) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date). Yes [] No []
- (e) The minimum duration of the contract is twelve (12) months. Yes [] No []

The reference contract submitted by the Bidder will be deemed invalid and will not be used in any technical evaluation if the client contact for the referenced contract fails to timely respond to Contracting Authority's reference check request or responded 'No' to any one of the aspects of the referenced contract.

If this results in the Bidder not meeting one or more corporate mandatory criteria, the bid will be declared non-complaint. If this results in the Bidder not meeting one or more corporate point-rated criteria, the bid will not be awarded the points associated with the respective point-rated criterion.

5. EVALUATE RESPONSES TO MANDATORY CRITERIA

5.1 BIDDER INSTRUCTION

The Bidder must respond to each mandatory criterion set out in Appendix 1 to Annex F - Corporate Criteria. In preparing its responses to the mandatory criteria, the Bidder is requested to use the below table.

ID #	Bidder's Response		Demonstrated Experience - Cross Reference to Bid	CORP #
CM-1	Part A			
	Part B			
CM-2				
CM-3				
CM-4				
CM-5				
CM-6				
CM-7				

Note to the Bidder:

- (a) **ID #:** This is an assigned evaluation criterion number and is prefaced with a "CM" for Corporate Mandatory Criteria.
- (b) **Bidder's Response:** The Bidder must provide its response in sufficient details in this column to demonstrate its full compliance with the corresponding mandatory criterion.
- (c) **CORP #:** This is the number assigned by the Bidder to each reference contract in Form 1 to Annex F - Reference Contracts for Corporate Criteria.
- (d) **Demonstrated Experience - Cross Reference to Bid:** The Bidder should provide the precise location of the reference material including the title of the document, volume/binder number, and page/paragraph numbers when referring to other documentations included in the Bid.

5.2 BIDDER'S SELF-ASSESSMENT

The Bidder is requested to conduct a self-assessment against each mandatory criterion set out in Appendix 1 to Annex F - Corporate Criteria. The Bidder must complete and submit to the Contracting Authority the

electronic version of Appendix 3 to Annex F - Bidder's Self-Assessment Workbook. The Bidder's self-assessment submitted in any other format will not be accepted. The Contracting Authority will email the Bidder the Workbook upon receipt of its written request via email.

Note to the Bidder: Bidder's self-assessment may be referred by Canada during the technical evaluation. In case of any discrepancy between Bidder's self-assessment and Canada's evaluation, Canada reserves the right to make a final decision. Only Canada's evaluation will be construed as final.

5.3 EVALUATION

A Bidder's Technical Bid will be evaluated against each mandatory criterion set out in Appendix 1 to Annex F - Corporate Criteria as either "Met" or "Not Met". A single "Not Met" will result in the Bid being deemed non-compliant. A consensus approach will be used in case of evaluation discrepancy among the evaluation team regarding any mandatory criterion.

Where the Bidder cites the corporate experience of its parent, subsidiary and/or affiliate in response to any corporate mandatory criterion, such experience will be deemed invalid if the Bidder fails to meet the requirements as described in "5.1.2 Corporate Experience of Bidder's Parent, Subsidiary and/or Affiliate" in Part 5 - Certification. This may result in "Not Met" for the Bidder's response to that corporate mandatory criterion.

The Technical Bid meeting all the mandatory criteria will be further evaluated and scored in accordance with the point-rated criteria as described in the section below.

6. EVALUATE RESPONSES TO POINT-RATED CRITERIA

6.1 BIDDER INSTUCTION

The Bidder should respond to each point-rated criterion set out in Appendix 1 to Annex F - Corporate Criteria. NIL response is required for any point-rated criterion to which the Bidder decides not to respond. In preparing its responses to the point-rated criteria, the Bidder is requested to use the below table.

ID #	Bidder's Response		Demonstrated Experience - Cross Reference to Bid	CORP #
CPR-1	Part A			
	Part B			
CPR-2				
CPR-3				
CPR-4				
CPR-5				
CPR-6				
CPR-7				
CPR-8				
CPR-9				
CPR-10				

Note to the Bidder:

- (a) **ID #:** This is the assigned evaluation criterion number and is prefaced with a "CPR" for Corporate Point-Rated Criteria.
- (b) **Bidder's Response:** The Bidder must provide its response in sufficient details in this column to

demonstrate it meets the corresponding point-rated criterion.

- (c) **CORP #:** This is the number assigned by the Bidder to each reference contract in Form 1 to Annex F - Reference Contracts for Corporate Criteria.
- (d) **Demonstrated Experience - Cross Reference to Bid:** The Bidder should provide the precise location of the reference material including the title of the document, volume/binder number, and page/paragraph numbers when referring to other documentation included in the Bid.

6.2 BIDDER'S SELF-ASSESSMENT

The Bidder is requested to conduct a self-assessment against each point-rated criterion set out in Appendix 1 to Annex F - Corporate Criteria. The Bidder must complete and submit to the Contracting Authority the electronic version of Appendix 3 to Annex F - Bidder's Self-Assessment Workbook. The Bidder's self-assessment submitted in any other format will not be accepted. The Contracting Authority will email the Bidder the Workbook upon receipt of its written request via email.

Note to the Bidder: Bidder's self-assessment may be referred by Canada during the technical evaluation. In case of any discrepancy between Bidder's self-assessment and Canada's evaluation, Canada reserves the right to make a final decision. Only Canada's evaluation will be construed as final.

6.3 EVALUATION AND SCORING

The Bidder's response to each point-rated criterion will be evaluated and scored in accordance with Appendix 1 to Annex F - Corporate Criteria. **There is no minimum pass mark associated with the technical evaluation.** A consensus approach will be used in case of scoring discrepancy among the evaluation team regarding any point-rated criterion.

Where the Bidder cites the corporate experience of its parent, subsidiary and/or affiliate in response to any corporate point-rated criterion, such experience will be deemed invalid if the Bidder fails to meet the requirements as described in "5.1.2 Corporate Experience of Bidder's Parent, Subsidiary and/or Affiliate" in Part 5 - Certification. This may result in no point being awarded for the Bidder's response to that corporate point-rated criterion.

The distributions of points are outlined in the table below.

ID #	CORPORATE CRITERIA	MAXIMUM POINTS
CPR-1	Experience in Developing Enterprise Business Solution(s)	400
<i>Part A</i>	<i>Experience in Designing Enterprise Architecture</i>	<i>200</i>
<i>Part B</i>	<i>Experience in Reengineering Business Processes</i>	<i>200</i>
CPR-2	Experience in Designing Enterprise Technology Solution(s)	300
CPR-3	Experience in Providing Project Management Service(s)	300
CPR-4	Experience in Providing Portfolio Management Service(s)	240
CPR-5	Experience in Supporting Enterprise Business Solution Implementation and Management	240
CPR-6	Experience in Providing User Support and Knowledge Transfer	240
CPR-7	Experience in Providing Leadership Service(s) for IT-enabled Business Modernization or Transformation	240

CPR-8	Experience in Onboarding and Managing Resource Groups	220
CPR-9	Experience in Providing Procurement Support	210
CPR-10	Experience in Executing Transformative Project Using Corporate Formal Practice	210
Total Points for Corporate Criteria:		2600

6.4 CALCULATION OF TOTAL TECHNICAL SCORE

The maximum points that can be obtained by a Bidder is 2600 for Corporate Criteria. As the Total Technical Score (TTS) is weighted 70% of the Total Bid Score (TBS), the TTS is calculated according to the following formula, rounded to two decimal places.

$$TTS = 70 \times \{(Total\ Awarded\ Points\ for\ Corporate\ Criteria) / 2600\}$$

For example, if the Bidder A is awarded 1700 points for the Corporate Criteria, the TTS for the Bidder A is:

$$TTS = 70 \times 1700 / 2600 = 70 \times 0.6538 = 45.769 = \mathbf{45.77}$$

Note to Bidders: There is no minimum TTS for Bidders to pass to be deemed technically compliant.

SECTION 2 - FINANCIAL EVALUATION

1. OVERVIEW

This Section outlines the steps to be followed and methodology to be used for the financial evaluation of the bids. It also provides Bidders with instructions on how to prepare its financial bid.

2. FINANCIAL BID PREPARATION

2.1 BIDDER INSTRUCTIONS

The Bidder must submit its Financial Bid using the electronic version of Appendix 2 to Annex F - Financial Bid Workbook. A Financial Bid submitted in any other format will not be accepted. The Contracting Authority will email the Bidder the Workbook upon receipt of its written request via email.

The Workbook consists of two (2) worksheets (tabs): one for the Initial Contract Period (ICP) and another for the Option Periods (OP).

The resource category line items are grouped according to Level of Experience (i.e., Level 2 and 3). The total estimated number of working days for each resource category line item for the entire IP and OP is pre-populated in the respective worksheets, which will be used for evaluation purposes only.

The entire Workbook is locked except for the cells highlighted in yellow that require Bidder's inputs. Under "Firm Per Diem Rate" column, the Bidder must enter the proposed Firm Per Diem Rate, quoted in Canadian dollars, applicable taxes excluded, for each individual resource category line item. Only one Firm Per Diem Rate per line item is required for ICP and OP, respectively. The Bidder is requested to enter a numeric whole number (i.e. integer) for each rate. To ensure calculation accuracy, the integer number will appear with two decimal points (e.g. \$1,000 will appear as \$1,000.00). If the Bidder enters any non-integer Rate with one decimal point, it will appear with two decimal points (e.g. \$1,000.5 will appear as \$1,000.50). If the Bidder enters any non-integer Rate with two or more decimal points, it will be automatically rounded to two decimal points (e.g. \$1,000.56 will be rounded to \$1,000.60; \$1,000.563 will be rounded to \$1,000.56).

In the event that the Workbook provided to the Bidder is corrupt or if Canada believes that the formula may no longer be functioning properly in the version submitted by the Bidder, Canada may re-input the pricing information provided by the Bidder into a fresh Workbook.

2.2 PRICING RULES

To ensure the integrity and validity of Bidder's financial bid, several pricing rules are utilized and programed in the Workbook in order to control pricing irregularities at both the macro and individual resource category levels.

In consideration of the Canadian industry benchmark and the complexity of the requirements. The Baseline Rate for Level 2 and 3 resources are set to \$1,200 and \$1,500, respectively. The Bidder must comply with the following pricing rules when submitting its financial bid:

(a) Rules Applied to ICP Tab

- (i) The Bidder's proposed Firm Per Diem Rate must fall respectively within the range of 70% to 150% and 80% to 150% of the Baseline Rate for Level 2 and 3, as expressed below:

Level 2: $\$840 \leq \text{Bidder's proposed Firm Per Diem Rate} \leq \$1,800$

Level 3: $\$1,200 \leq \text{Bidder's proposed Firm Per Diem Rate} \leq \$2,250$

- (ii) The Bidder's Firm Per Diem Rates proposed for different Level for Experience within the same resource category must comply with the following rule:

For the same resource category: Level 2 Rate < Level 3 Rate

- (iii) The Bidder's Aggregated Average Rate for a specific Level of Experience is the arithmetic average of all the Firm Per Diem Rates associated with that Level of Experience. It must fall respectively within the range 80% to 120% of the Baseline Rate for 2 and 3, as expressed below:

Level 2: $\$960 \leq \text{Bidder's Aggregated Average Rate} \leq \$1,440$

Level 3: $\$1,200 \leq \text{Bidder's Aggregated Average Rate} \leq \$1,800$

Note: The calculation of the Bidder's Aggregated Average Rate is rounded to two decimal points.

(b) Rules Applied to OP Tab

- (i) Same as (a) (i) above.

- (ii) Same as (a) (ii) above.

- (iii) The Bidder's Aggregated Average Rate for a specific Level of Experience is the arithmetic average of all the Firm Per Diem Rates associated with that Level of Experience. It must fall respectively within the range of 80% to 125% of the Baseline Rate for 2 and 3, as expressed below:

Level 2: $\$960 \leq \text{Bidder's Aggregated Average Rate} \leq \$1,500$

Level 3: $\$1,200 \leq \text{Bidder's Aggregated Average Rate} \leq \$1,875$

2.3 ERROR INDICATORS

To assist the Bidder to mitigate potential administrative errors in preparing its financial bid, the Workbook is programed such that should a Bidder's input does not meet any of the pricing rules, an error indicator will appear as outlined in the table below.

	TYPE OF INDICATOR	TYPE OF ERROR
ICP TAB	Rate is stricken through and highlighted in red	Not comply with the rule set out in 2.2(a)(i)
	Rate is stricken through and highlighted in blue	Not comply with the rule set out in 2.2(a)(ii)
	Rate is stricken through and highlighted in purple	Not comply with the rule set out in 2.2(a)(iii)
OP TAB	Rate is stricken through and highlighted in red	Not comply with the rule set out in 2.2(b)(i)
	Rate is stricken through and highlighted in blue	Not comply with the rule set out in 2.2(b)(ii)
	Rate is stricken through and highlighted in purple	Not comply with the rule set out in 2.2(b)(iii)

Important note to the Bidder:

- (a) The pricing rules as described in 2.2(a) (ii), (iii) and 2.2(b) (ii), (iii) require the completion of the Firm Per Diem Rates for other resource categories. In order to obtain an accurate validation on whether these pricing rules are met or not, the Bidder must first enter pricing information for all the resource category line items. For greater clarity, the Bidder will see many blue and purple error indicators during the initial Rate entry. The Bidder should ignore these initial warnings until the completion of

all the Rate entries. Any remaining blue and purple error indicators are valid indication of non-compliance with the corresponding pricing rules. The Bidder must revise the Rate(s) under warning to ensure the compliance of its financial bid.

- (b) The pricing rule as described in 2.2(a) (i) and 2.2(b) (i) is not dependent on any other Rates. Any red error indicator is valid even during the initial Rate entry. The Bidder must revise the Rate(s) under warning to ensure the compliance of its financial bid.

2.4 ILLUSTRATION

To assist the Bidder to fully understand the pricing rules and how error indicators are presented, the following snap shot of the ICP Tab with test data is provided for illustration purposes.

FINANCIAL BID WORKBOOK - ICP (2 YEARS)					
FINANCIAL BID WORKBOOK - ICP (2 YEARS)	RESOURCE CATEGORY	LEVEL OF EXPERIENCE	ESTIMATED NUMBER OF WORKING DAYS FOR THE ICP (2 YEARS)	FIRM PER DIEM RATE (IN CAD \$, TAX EXCLUDED)	EVALUATED PRICE PER LEVEL OF EXPERIENCE
			[A]	[B]	[A x B]
Stream 1: Application Services	A.1. Application/Software Architect	2	200	\$1,900.00	\$380,000.00
	I.3. Database Analysts/Information Management	2	200	\$1,800.00	\$360,000.00
	I.4. Database Modeller/Information Management	2	200	\$1,250.00	\$250,000.00
Stream 3: IM/IT Services	I.5. Information Management Architect	2	200	\$1,250.00	\$250,000.00
	I.6. Network Analyst	2	200	\$1,250.00	\$250,000.00
	I.7. Platform Analyst	2	200	\$1,250.00	\$250,000.00
	I.10. Technical Architect	2	300	\$1,250.00	\$375,000.00
	I.11. Technology Architect	2	300	\$1,250.00	\$375,000.00
Stream 4: Business Services	B.1 Business Analyst	2	300	\$1,250.00	\$375,000.00
	B.2 Business Architect	2	300	\$1,250.00	\$375,000.00
	B.3 Business Consultant	2	300	\$1,250.00	\$375,000.00
	B.5 Business Process Re-engineering Consultant	2	300	\$1,250.00	\$375,000.00
	B.6 Business System Analyst	2	200	\$1,250.00	\$250,000.00
	B.14 Technical Writer	2	200	\$1,250.00	\$250,000.00
Stream 5: Project Management Services	P.1 Change Management Consultant	2	300	\$1,250.00	\$375,000.00
	P.2. Enterprise Architect	2	200	\$1,250.00	\$250,000.00
	P.7 Project Coordinator	2	300	\$1,250.00	\$375,000.00
	P.8. Project Leader	2	300	\$1,250.00	\$375,000.00
	P.9. Project Manager	2	300	\$1,250.00	\$375,000.00
	P.11. Quality Assurance Specialist	2	100	\$1,250.00	\$125,000.00
Stream 6: Cyber Protection Services	P.12. Risk Management Specialist	2	200	\$1,250.00	\$250,000.00
	C.1. Strategic Information Technology Security Planning and Protection Consultant	2	100	\$1,250.00	\$125,000.00
	C.2. Information Technology Security Methodology, Policy and Procedures Analyst	2	100	\$1,250.00	\$125,000.00
Level 2	Bidder's Aggregated Average Rate for Level 2			\$1,302.17	\$6,865,000.00
	Industry Aggregated Average Rate for Level 2			\$1,200	
Stream 1: Application Services	A.1. Application/Software Architect	3	200	\$2,200.00	\$440,000.00
	I.3. Database Analysts/Information Management	3	100	\$1,500.00	\$150,000.00
	I.4. Database Modeller/Information Management	3	100	\$2,200.00	\$220,000.00
Stream 3: IM/IT Services	I.5. Information Management Architect	3	200	\$2,200.00	\$440,000.00
	I.6. Network Analyst	3	100	\$2,200.00	\$220,000.00
	I.7. Platform Analyst	3	100	\$2,200.00	\$220,000.00
	I.10. Technical Architect	3	200	\$2,200.00	\$440,000.00
	I.11. Technology Architect	3	200	\$2,200.00	\$440,000.00
Stream 4: Business Services	B.1 Business Analyst	3	200	\$2,200.00	\$440,000.00
	B.2 Business Architect	3	200	\$2,200.00	\$440,000.00
	B.3 Business Consultant	3	200	\$2,200.00	\$440,000.00
	B.5 Business Process Re-engineering Consultant	3	200	\$2,200.00	\$440,000.00
	B.6 Business System Analyst	3	100	\$2,200.00	\$220,000.00
	B.9. Courseware Developer	3	200	\$2,200.00	\$440,000.00
Stream 5: Project Management Services	P.1 Change Management Consultant	3	100	\$2,200.00	\$220,000.00
	P.2. Enterprise Architect	3	100	\$2,200.00	\$220,000.00
	P.5. Project Executive	3	200	\$2,200.00	\$440,000.00
	P.8. Project Leader	3	200	\$2,200.00	\$440,000.00
	P.9. Project Manager	3	200	\$2,200.00	\$440,000.00
Level 3	Bidder's Aggregated Average Rate for Level 3			\$2,163.16	\$6,750,000.00
	Industry Aggregated Average Rate for Level 3			\$1,500	
TOTAL EVALUATED PRICE FOR ICP =					\$13,615,000.00

3. CALCULATION OF TOTAL FINANCIAL SCORE

The Bidder must complete and submit the Workbook that has no single error indicator. Otherwise, Bidder's financial bid will be deemed non-compliant, resulting in the non-compliance of its entire bid.

The Total Financial Score (TFS) will only be calculated if Bidder's technical bid and financial bid have been determined compliant. However, if there is only one (1) compliant bid, the TFS will not be calculated for this bid.

As the TTS is weighted 70% of the TBS, the TFS is weighted 30% of the TBS. The TFS is calculated according to the following formula, rounded to two decimal places.

TFS for Bid α = 30 x {Lowest Total Evaluated Bid Price among All Compliant Bids}/Total Evaluated Bid Price for Bid α

For example, if three (3) bids (i.e., Bid A, B and C) have been deemed compliant and the Total Evaluated Bid Prices for Bid A, Bid B and Bid C are \$19,000,000, \$18,000,000 and \$17,000,000, respectively, the TFS for each bid is:

$$TFS \text{ for Bid A} = 30 \times \{17,000,000/19,000,000\} = 30 \times 0.8947 = 26.842 = \mathbf{26.84}$$

$$TFS \text{ for Bid B} = 30 \times \{17,000,000/18,000,000\} = 30 \times 0.9444 = 28.333 = \mathbf{28.33}$$

$$TFS \text{ for Bid C} = 30 \times \{17,000,000/17,000,000\} = 30 \times 1.0000 = 30.000 = \mathbf{30.00}$$

SECTION 3 - BASIS OF SELECTION

1. OVERVIEW

“Highest Combined Rating of Technical Merit (70%) and Price (30%)” method will be used to select the winning bid(s) when there are multiple compliant bids. This method is not applicable if there is only one (1) compliant bid.

To be declared compliant, a bid must comply with all the requirements of the bid solicitation including all mandatory criteria and pricing rules.

2. BID RANKING

The compliant bids will be ranked based on the TBS they obtain, from the highest to the lowest. The compliant bid with the highest TBS will become the top-ranked bid. The TBS is calculated as follows:

$$TBS = TTS + TFS$$

In the event that the identical TBS is obtained by the multiple compliant bids, the following steps will be taken to break the tie:

- (a) The bid with the higher TTS will be ranked higher.
- (b) If the TTS are identical, the bid that obtains the higher points for the point-rated corporate criterion in order of appearance (i.e., CPR 1 → CPR 2 → CPR 3 → CPR-4 → CPR-5 → CPR-6 → CPR-7 → CPR-8 → CPR 9 → CPR-10) will be ranked higher until the tie is broken.
- (c) If the tie remains, the bid with the lower Aggregated Average Rate for Level 3 resources as appeared in the ICP Tab of Appendix 2 to Annex F will be ranked higher. When necessary, this process will continue for Level 2 until the tie is broken.
- (d) If the tie remains, apply the process as described in (c) to OP Tab until the tie is broken.

3. WINNING BID

Only one (1) winning bid will be selected and recommended for contract award. The winning bid will be determined as follows:

(a) Only One (1) Compliant Bid

- (i) This sole compliant bid will become the winning bid.
- (ii) Canada may, at its sole discretion, not to conduct point-rated evaluation.

(b) More Than One (1) Compliant Bid

- (i) The first-ranked bid will become the winning bid.
- (ii) If two (2) or more bids are tied for the first place, a “random selection” method will be used to select one (1) bid from all concerned bids. This randomly-selected bid will become the winning bid.
- (iii) When “random selection” is needed, the detailed process will be provided to the Bidders and the selection (e.g. ‘coin flip’, ‘using computer program’) will be performed by the Contracting Authority in front of all concerned Bidders and be monitored by a third-party fairness monitor to ensure fairness, transparency and integrity.

4. EXAMPLES

The following Tables illustrate various examples where the selection of the bid is based on “Highest Combined Rating of Technical Merit (70%) and Price (30%)”. The maximum total rated points in this example is 1000. The maximum TTS and TFS are 70 and 30, respectively. The lowest priced compliant bid obtains the maximum TFS of 30 and other price proposals are pro-rated accordingly.

4.1 EXAMPLE A

In this scenario, three (3) bids were obtained and all were found compliant. All three (3) bids were further evaluated and ranked. The top ranked bid (i.e. Bid #2) would be recommended for contract award.

Example of Bid Selection			
Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bid	Bid #1	Bid #2	Bid #3
Mandatory Requirements (including Mandatory Criteria and Pricing Rules)	Met	Met	Met
Rated Points Obtained	830	800	750
Total Evaluated Bid Price	\$60,000	\$51,000	\$50,000
Calculation	TTS	TFS	TBS
Bid #1	$830/1000 \times 70 = 58.10$	$\$50,000/\$60,000 \times 30 = 25.00$	83.10
Bid #2	$800/1000 \times 70 = 56.00$	$\$50,000/\$51,000 \times 30 = 29.41$	85.41
Bid #3	$750/1000 \times 70 = 52.50$	$\$50,000/\$50,000 \times 30 = 30.00$	82.50
Tie-Breaking Process	N/A	N/A	N/A
Top Ranked Bid	Bid #2		
Second Ranked Bid	Bid #1		
Third Ranked Bid	Bid #3		

4.2 EXAMPLE B

In this scenario, three (3) bids were obtained and two (2) were found compliant. Bid #2 failed to meet one (1) of the corporate mandatory criteria (e.g., CM-4) and thus was not given any further consideration in the bid evaluation. Bid #1 and Bid #3 were further evaluated and ranked. The top ranked bid (i.e. Bid #1) would be recommended for contract award.

Example of Bid Selection			
Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bid	Bid #1	Bid #2	Bid #3
Mandatory Requirements (including Mandatory Criteria and Pricing Rules)	Met	Not Met	Met
Rated Points Obtained	830	Not Evaluated	750
Total Evaluated Bid Price	\$60,000	N/A	\$50,000
Calculation	TTS	TFS	TBS
Bid #1	$830/1000 \times 70 = 58.10$	$\$50,000/\$60,000 \times 30 = 25.00$	83.10
Bid #2	No Further Evaluation/Calculation		
Bid #3	$750/1000 \times 70 = 52.50$	$\$50,000/\$50,000 \times 30 = 30.00$	82.50
Tie-Breaking Process	N/A	N/A	N/A
Top Ranked Bid	Bid #1		
Second Ranked Bid	Bid #3		
No-Compliant Bid	Bid #2 (failed to meet one mandatory criterion)		

4.3 EXAMPLE C

In this scenario, three (3) bids were obtained and two (2) were found non-compliant. Bid #1 failed to meet one (1) of the corporate mandatory criteria (e.g., CM-2 and thus was not given any further consideration in the bid evaluation. Bid #2 failed to comply with one (1) of the pricing rules and thus was not given any further consideration in the bid evaluation. Bid #3 was further evaluated however the calculation of the TFS is not required for this sole compliant bid. Bid #3 would be recommended for contract award.

Example of Bid Selection			
Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bid	Bid #1	Bid #2	Bid #3
Mandatory Requirements (including Mandatory Criteria and Pricing Rules)	Not Met	Not Met	Met
Rated Points Obtained	Not Evaluated	Not Evaluated	May Not Be Evaluated
Total Evaluated Bid Price	N/A	N/A	\$50,000
Calculation	TTS	TFS	TBS
Bid #1	No Further Evaluation/Calculation		
Bid #2	No Further Evaluation/Calculation		
Bid #3	May Not Be Calculated	Not Calculated	Not Calculated
Tie-Breaking Process	N/A	N/A	N/A
Top Ranked Bid	Bid #3		
No-Compliant Bid	Bid #1 (failed to meet one mandatory criterion)		
No-Compliant Bid	Bid #2 (failed to comply with one pricing rule)		

4.4 EXAMPLE D

In this scenario, three (3) bids were obtained and two (2) were found compliant. Bid #3 failed to meet one (1) of the RFP mandatory requirements and thus was not given any further consideration in the bid evaluation. Bid #3 proposed the lowest priced bid however due to its non-compliance, Bid #2 became the lowest priced bid and its price was used as the baseline in financial evaluation for Bid #1 and Bid #2. Bid #1 and Bid #2 were further evaluated and ranked, and the top ranked bid (i.e. Bid #2) would be recommended for contract award.

Example of Bid Selection			
Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bid	Bid #1	Bid #2	Bid #3
Mandatory Requirements (including Mandatory Criteria and Pricing Rules)	Met	Met	Not Met
Rated Points Obtained	830	800	Not Evaluated
Total Evaluated Bid Price	\$60,000	\$51,000	N/A
Calculation	TTS	TFS	TBS
Bid #1	$830/1000 \times 70 = 58.10$	$\$51,000/\$60,000 \times 30 = 25.50$	83.60
Bid #2	$800/1000 \times 70 = 56.00$	$\$51,000/\$51,000 \times 30 = 30.00$	86.00
Bid #3	No Further Evaluation/Calculation		
Tie-Breaking Process	N/A	N/A	N/A
Top Ranked Bid	Bid #2		
Second Ranked Bid	Bid #1		
No-Compliant Bid	Bid #3 (failed to meet one RFP mandatory requirement)		

4.5 EXAMPLE E

In this scenario, three (3) bids were obtained and all were found compliant. All three (3) bids were evaluated and ranked. However Bid #2 and Bid #3 were tied for the first place. The tie-breaking process was followed to separate these two (2) bids. It was found that both bids obtained the same rated points for CPR-1 and CPR-2 but Bid #2 obtained more rated points for CPR-3 than Bid #3. As a result, Bid #2 became the top ranked bid and therefore would be recommended for contract award.

Example of Bid Selection			
Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bid	Bid #1	Bid #2	Bid #3
Mandatory Requirements (including Mandatory Criteria and Pricing Rules)	Met	Met	Met
Rated Points Obtained	830	800	800
Total Evaluated Bid Price	\$60,000	\$50,000	\$50,000
Calculation	TTS	TFS	TBS
Bid #1	$830/1000 \times 70 = 58.10$	$\$50,000/\$60,000 \times 30 = 25.00$	83.10
Bid #2	$800/1000 \times 70 = 56.00$	$\$50,000/\$50,000 \times 30 = 30.00$	86.00
Bid #3	$800/1000 \times 70 = 56.00$	$\$50,000/\$50,000 \times 30 = 30.00$	86.00
Tie-Breaking Process	N/A	Applied	Applied
Top Ranked Bid	Bid #2 (broke the tie at CPR-3; got more rated points than Bid #3)		
Second Ranked Bid	Bid #3 (broke the tie at CPR-3; got less rated points than Bid #2)		
Third Ranked Bid	Bid #2		

APPENDIX 1 TO ANNEX F - CORPORATE CRITERIA

This attachment outlines the corporate mandatory and point-rated criteria to be used in the evaluation.

1. CORPORATE MANDATORY CRITERIA

ID #	Corporate Criteria
CM-1	<p style="text-align: center;">Experience in Developing Enterprise Business Solution(s)</p> <p style="text-align: center;">Part A</p> <p style="text-align: center;">Experience in Designing Enterprise Architecture</p> <p>I. The Bidder must have experience in designing IM/IT architecture and the target operating model for at least one (1) enterprise business solution that delivers digital service(s).</p> <p>II. To demonstrate such experience, the Bidder must provide one (1) reference contract. The reference contract may be the same as a reference contract used in the response to other corporate mandatory criteria.</p> <p>III. For the reference contract:</p> <ul style="list-style-type: none"> (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder; (b) The Bidder, as the primary contractor, modelled the existing IM/IT architecture and designed, within the last ten (10) years prior to the bid closing date, the target enterprise architecture to support the development of enterprise business solution(s) that delivered digital service(s); (c) The Bidder utilized its corporate methodologies or best practices in performing the tasks pertinent to (b); (d) The minimum contract value is CA\$ two (2) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and (e) The minimum duration of the contract is twelve (12) months. <p style="text-align: center;">Part B</p> <p style="text-align: center;">Experience in Reengineering Business Processes</p> <p>I. The Bidder must have experience in reengineering business processes for at least one (1) enterprise business solution that delivers digital service(s).</p> <p>II. Same as section II of Part A.</p> <p>III. For the reference contract:</p> <ul style="list-style-type: none"> (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder; (b) The Bidder, as the primary contractor, developed and implemented, within the last ten (10) years prior to the bid closing date, a business process reengineering strategy and plan to support the development of enterprise business solution(s) for delivering digital service(s); (c) The Bidder utilized its corporate methodologies or best practices in performing the tasks pertinent to (b); (d) The minimum contract value is CA\$ two (2) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and (e) The minimum duration of the contract is twelve (12) months.
CM-2	<p style="text-align: center;">Experience in Designing Enterprise Technology Solution(s)</p> <p>I. The Bidder must have experience in designing enterprise technology solution(s) for at least one (1) business modernization, business transformation or IM/IT modernization project.</p> <p>II. To demonstrate such experience, the Bidder must provide one (1) reference contract. The reference</p>

ID #	Corporate Criteria
	<p>contract may be the same as a reference contract used in the response to other corporate mandatory criteria.</p> <p>III. For the reference contract:</p> <ul style="list-style-type: none"> (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder; (b) The Bidder, as the primary contractor designed, within the last ten (10) years prior to the bid closing date, an enterprise technology solution consisting of any three (3) of the following components: <ul style="list-style-type: none"> i) Public Facing Web-Portal; ii) Identity Management; iii) Case and Workflow Management; iv) Document and File Management; v) Customer Relationship Management; vi) Financial Management System; and vii) Business Intelligence. (c) The Bidder utilized its corporate methodologies or best practices in performing the tasks pertinent to (b); (d) The minimum contract value is CA\$ two (2) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and (e) The minimum duration of the contract is twelve (12) months.
CM-3	<p style="text-align: center;">Experience in Providing Project Management Service(s)</p> <p>I. The Bidder must have experience in providing project management service(s) to support the delivery of at least one (1) IT-enabled enterprise business solution.</p> <p>II. To demonstrate such experience, the Bidder must provide one (1) reference contract. The reference contract may be the same as a reference contract used in the response to other corporate mandatory criteria.</p> <p>III. For the reference contract:</p> <ul style="list-style-type: none"> (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder; (b) The Bidder, as the primary contractor, provided, within the last ten (10) years prior to the bid closing date, project management services consisting of any three (3) of the following components: <ul style="list-style-type: none"> i) Scope, Schedule and Resource Management; ii) Risk and Quality Management; iii) Change Management; iv) Stakeholder and Communication Management; and v) Service Integration Management. (c) The Bidder utilized its corporate methodologies or best practices in delivering project management services pertinent to (b); (d) The minimum contract value is CA\$ five (5) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and (e) The minimum duration of the contract is twenty-four (24) months.
CM-4	<p style="text-align: center;">Experience in Providing Portfolio Management Service(s)</p> <p>I. The Bidder must have experience in providing portfolio management service(s) for at least one (1) organization that is comprised of multiple distinct lines of business delivering digital services.</p> <p>II. To demonstrate such experience, the Bidder must provide one (1) reference contract. The reference</p>

ID #	Corporate Criteria
	<p>contract may be the same as a reference contract used in the response to other corporate mandatory criteria.</p> <p>III. For the reference contract:</p> <ul style="list-style-type: none"> (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder; (b) The Bidder, as the primary contractor, provided, within the last ten (10) years prior to the bid closing date, portfolio management service consisting of any two (2) of the following components: <ul style="list-style-type: none"> i) Developing target portfolio implementation strategy and plan; ii) Supporting target portfolio implementation; and iii) Supporting target portfolio management. (c) The Bidder utilized its corporate methodologies or best practices in delivering portfolio management services pertinent to (b); (d) The minimum contract value is CA\$ two (2) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and (e) The minimum duration of the contract is twelve (12) months.
CM-5	<p style="text-align: center;">Experience in Supporting Enterprise Business Solution Implementation and Management</p> <p>I. The Bidder must have experience in supporting the implementation and management of at least one (1) enterprise business solution that delivers digital service(s) to meet requirements from multiple distinct lines of business within an organization.</p> <p>II. To demonstrate such experience, the Bidder must provide one (1) reference contract. The reference contract may be the same as a reference contract used in the response to other corporate mandatory criteria.</p> <p>III. For the reference contract:</p> <ul style="list-style-type: none"> (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder; (b) The Bidder, as the primary contractor performed, within the last ten (10) years prior to the bid closing date, any two (2) of the following tasks: <ul style="list-style-type: none"> i) Monitoring and assessing performance of the actual implementation of the target state; ii) Assisting in resolving implementation issues and challenges; iii) Supporting the deployment of the target state; and iv) Monitoring, reporting and communicating the effectiveness of the implementation strategy and plan. (c) The Bidder as the primary contractor also performed, within the last ten (10) years prior to the bid closing date, any two (2) of the following tasks: <ul style="list-style-type: none"> i) Supporting the delivery of business objectives; ii) Resolving on-going operational issues; iii) Supporting business benefits realization; and iv) Continuously improving Target State. (d) The Bidder utilized its corporate methodologies or best practices in performing the tasks pertinent to (b) and (c); (e) The minimum contract value is CA\$ five (5) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and (f) The minimum duration of the contract is twenty-four (24) months.
CM-6	<p style="text-align: center;">Experience in Providing User Support and Knowledge Transfer</p> <p>I. The Bidder must have experience in providing user support and knowledge transfer for at least one (1) business modernization, business transformation or IM/IT modernization project.</p>

ID #	Corporate Criteria
	<p>II. To demonstrate such experience, the Bidder must provide one (1) reference contract. The reference contract may be the same as a reference contract used in the response to other corporate mandatory criteria.</p> <p>III. For the reference contract:</p> <ul style="list-style-type: none"> (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder; (b) The Bidder, as the primary contractor, provided, within the last ten (10) years prior to the bid closing date, user support and knowledge transfer for the development of enterprise business solution(s) as defined in CM-1, and any one (1) of the following: <ul style="list-style-type: none"> i) Providing project management service(s) as defined in CM-3; ii) Providing portfolio management service(s) as defined in CM-4; and iii) Supporting enterprise business solution implementation and management as defined in CM-5. (c) The Bidder utilized its corporate strategies to carry out user support and knowledge transfer for the service delivery pertinent to (b); (d) The minimum contract value is CA\$ five (5) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and (e) The minimum duration of the contract is twenty-four (24) months.
CM-7	<p style="text-align: center;">Experience in Onboarding and Managing Resource Groups</p> <p>I. The Bidder must have experience in onboarding and managing resource groups for at least one (1) business modernization, business transformation or IM/IT modernization project.</p> <p>II. To demonstrate such experience, the Bidder must provide one (1) reference contract. The reference contract may be the same as a reference contract used in the response to other corporate mandatory criteria.</p> <p>III. For the reference contract:</p> <ul style="list-style-type: none"> (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder; (b) The Bidder, as the primary contractor, onboarded, within the last ten (10) years prior to the bid closing date, a group of at least fifteen (15) resources from at least five (5) different resource categories within a single three (3) month period upon a client request to support the development of enterprise business solution(s) as defined in CM-1, and any one (1) of the following: <ul style="list-style-type: none"> i) Providing project management service(s) as defined in CM-3; ii) Providing portfolio management service(s) as defined in CM-4; and iii) Supporting enterprise business solution implementation and management as defined in CM-5. (c) The Bidder utilized its corporate strategies to manage resource qualification, availability, performance and on-boarding for the service delivery pertinent to (b); (d) The minimum contract value is CA\$ five (5) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and (e) The minimum duration of the contract is twenty-four (24) months.

2. CORPORATE POINT-RATED CRITERIA

ID #	Corporate Criteria	Scoring Scheme
CPR-1	<p>Experience in Developing Enterprise Business Solution(s)</p> <p>Part A</p> <p>Experience in Designing Enterprise Architecture</p> <p>I. The Bidder has experience in designing IM/IT architecture and the target operating model for more than one (1) enterprise business solution that delivers digital service(s).</p> <p>II. To demonstrate such experience, the Bidder should provide at most four (4) reference contracts. The reference contract must be different from the reference contract used in the response to Part A of CM-1. The reference contracts may be the same as a reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.</p> <p>III. Same as Section III, Part A of CM-1.</p>	<p>Max Points: 400 points</p> <p><u>Part A Max Points: 200 points</u></p> <p>For each different contract → 45 points</p> <p>Note to the Bidder: If the enterprise architecture was developed to support a business solution for an Intellectual Property Office (IPO), additional points will be awarded for IPO-specific experience as follows:</p> <p>For each different contract → 5 points</p> <p>Note to the Bidder: A maximum of four (4) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>
	<p>Part B</p> <p>Experience in Reengineering Business Processes</p> <p>I. The Bidder has experience in reengineering business processes for more than one (1) enterprise business solution that delivers digital service(s).</p> <p>II. To demonstrate such experience, the Bidder should provide at most four (4) reference contracts. The reference contract must be different from the reference contract used in the response to Part B of CM-1. The reference contracts may be the same as a reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.</p> <p>III. Same as Section III, Part B of CM-1.</p>	<p><u>Part B Max Points: 200 points</u></p> <p>For each different contract → 45 points</p> <p>Note to the Bidder: If the business processes were reengineered to support a business solution for an Intellectual Property Office (IPO), additional points will be awarded for IPO-specific experience as follows:</p> <p>For each different contract → 5 points</p> <p>Note to the Bidder: A maximum of four (4) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>
CPR-2	<p>Experience in Designing Enterprise Technology Solution(s)</p> <p>I. The Bidder has experience in designing or prototyping technology solution(s) for more than one (1) business modernization, business transformation or IM/IT modernization project.</p> <p>II. To demonstrate such experience, the Bidder should provide at most four (4) reference contracts. The reference contract must be different from the reference contract used in the response to CM-2. The reference contract may be the same as the reference contract used in the response to other corporate mandatory and/or</p>	<p>Max Points: 300 points</p> <p>For each different contract → 70 points</p> <p>Note to the Bidder: If the technology solution was designed for an Intellectual Property Office (IPO), additional points will be awarded for IPO-specific experience as follows:</p> <p>For each different contract → 5 points</p> <p>Note to the Bidder: A maximum of four</p>

ID #	Corporate Criteria	Scoring Scheme
	<p>corporate point-rated criteria.</p> <p>III. Same as Section III of CM-2.</p>	<p>(4) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>
CPR-3	<p>Experience in Providing Project Management Service(s)</p> <p>I. The Bidder has experience in providing project management service(s) to support more than one (1) IT-enabled enterprise business solution.</p> <p>II. To demonstrate such experience, the Bidder should provide at most three (3) reference contracts. The reference contract must be different from the reference contract used in the response to CM-3. The reference contract may be the same as the reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.</p> <p>III. Same as Section III of CM-3.</p>	<p>Max Points: 300 points</p> <p>Each different contract (if with private sector client) → 90 points</p> <p>Each different contract (if with public sector client) → 100 points</p> <p>Note to the Bidder: A maximum of three (3) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>
CPR-4	<p>Experience in Providing Portfolio Management Service(s)</p> <p>I. The Bidder has experience in providing portfolio management service(s) for more than one (1) organization that is comprised of multiple distinct lines of business delivering digital services.</p> <p>II. To demonstrate such experience, the Bidder should provide at most three (3) reference contracts. The reference contract must be different from the reference contract used in the response to CM-4. The reference contract may be the same as the reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.</p> <p>III. Same as Section III of CM-4.</p>	<p>Max Points: 240 points</p> <p>Each different contract (if with private sector client) → 75 points</p> <p>Each different contract (if with public sector client) → 80 points</p> <p>Note to the Bidder: A maximum of three (3) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>
CPR-5	<p>Experience in Supporting Enterprise Business Solution Implementation and Management</p> <p>I. The Bidder has experience in supporting the implementation and management of more than one (1) enterprise business solution that delivers digital service(s) to meet requirements from multiple distinct lines of business within an organization.</p> <p>II. To demonstrate such experience, the Bidder should provide at most three (3) reference contracts. The reference contract must be different from the reference contract used in the response to CM-5. The reference contract may be the same as the reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.</p>	<p>Max Points: 240 points</p> <p>Each different contract (if with private sector client) → 75 points</p> <p>Each different contract (if with public sector client) → 80 points</p> <p>Note to the Bidder: A maximum of three (3) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>

ID #	Corporate Criteria	Scoring Scheme
	III. Same as Section III of CM-5.	
CPR-6	<p>Experience in Providing User Support and Knowledge Transfer</p> <p>I. The Bidder has experience in providing user support and knowledge transfer for more than one (1) business modernization, business transformation or IM/IT modernization project.</p> <p>II. To demonstrate such experience, the Bidder should provide at most three (3) reference contracts. The reference contract must be different from the reference contract used in the response to CM-6. The reference contract may be the same as the reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.</p> <p>III. Same as Section III of CM-6.</p>	<p>Max Points: 240 points</p> <p>Each different contract (if with private sector client) → 75 points</p> <p>Each different contract (if with public sector client) → 80 points</p> <p>Note to the Bidder: A maximum of three (3) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>
CPR-7	<p>Experience in Providing Leadership Service(s) for IT-enabled Business Modernization or Transformation</p> <p>I. The Bidder has experience in providing leadership service(s) for at least one (1) IT-enabled business modernization or transformation project.</p> <p>II. To demonstrate such experience, the Bidder should provide at most three (3) reference contracts. The reference contract(s) may be the same as a reference contract used in the response to other corporate mandatory and/or other corporate point-rated criteria.</p> <p>III. For each reference contract:</p> <p>(a) The client was at arms-length from the Bidder, not an affiliate of the Bidder;</p> <p>(b) The Bidder, as the primary contractor provided, within the last fifteen (15) years prior to the bid closing date, provided leadership services in at least three (3) of the following areas:</p> <p>i) Enterprise business architecture and solution design;</p> <p>ii) Enterprise technology architecture and solution design;</p> <p>iii) Enterprise-wide service integration;</p> <p>iv) Enterprise-wide IT system transition and migration; and</p> <p>v) Enterprise-wide project execution and oversight.</p> <p>(c) The Bidder utilized its cooperate methodologies or best practices in providing leadership service(s) pertinent to (b);</p>	<p>Max Points: 240 points</p> <p>Each different contract (if with private sector client) → 75 points</p> <p>Each different contract (if with public sector client) → 80 points</p> <p>Note to the Bidder: A maximum of three (3) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>

ID #	Corporate Criteria	Scoring Scheme
	<p>(d) The minimum contract value is CA\$ ten (10) million (foreign currency will be based on the Bank of Canada daily exchange rate of the bid closing date); and</p> <p>(e) The minimum duration of the contract is thirty -six (36) months.</p>	
CPR-8	<p>Experience in Onboarding and Managing Resource Groups</p> <p>I. The Bidder has experience in onboarding and managing resource groups for more than one (1) business modernization, business transformation or IM/IT modernization project.</p> <p>II. To demonstrate such experience, the Bidder should provide at most four (4) reference contracts. The reference contract must be different from the reference contract used in the response to CM-7. The reference contract may be the same as the reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.</p> <p>III. Same as Section III of CM-7.</p>	<p>Max Points: 220 points</p> <p>Each different contract → 55 points</p> <p>Note to the Bidder: A maximum of four (4) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>
CPR-9	<p>Experience in Providing Procurement Support</p> <p>I. The Bidder has experience in providing procurement support for at least one (1) business modernization, business transformation or IM/IT modernization project for the public sector.</p> <p>II. To demonstrate such experience, the Bidder should provide at most three (3) reference contracts. The reference contract may be the same as the reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.</p> <p>III. For each reference contract:</p> <p>(a) The client was at arms-length from the Bidder, not an affiliate of the Bidder;</p> <p>(b) The Bidder, as the primary contractor provided, within the last fifteen (15) years prior to the bid closing date, public procurement support that included as a minimum the solicitation project planning and solicitation document development;</p> <p>(c) The Bidder utilized its cooperate methodologies or best practices in performing the tasks pertinent to (b);</p> <p>(d) The minimum contract value is CA\$ ten (10) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and</p> <p>(e) The minimum duration of the contract is thirty -six (36) months.</p>	<p>Max Points: 210 points</p> <p>Each different contract → 70 points</p> <p>Note to the Bidder: A maximum of three (3) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>

ID #	Corporate Criteria	Scoring Scheme
CPR-10	<p>Experience in Executing Transformative Project Using Corporate Formal Practice</p> <p>I. Using its formal practice, the Bidder has completed at least one (1) transformative project for the organization comprised of multiple distinct lines of business.</p> <p>II. To demonstrate such experience, the Bidder should provide at most three (3) reference contracts. The reference contract may be the same as the reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.</p> <p>III. For each reference contract:</p> <ul style="list-style-type: none"> (a) The client was at arms-length from the Bidder, not an affiliate of the Bidder; (b) The Bidder, as the primary contractor applied, within the last fifteen (15) years prior to the bid closing date, its corporate formal practice in executing business transformation, business modernization or IT/IM modernization; (c) The minimum contract value is CA\$ ten (10) million (foreign currency will be based on the Bank of Canada daily exchange rate of the bid closing date); and (d) The minimum duration of the contract is thirty -six (36) months. 	<p>Max Points: 210 points</p> <p>Each different contract (if with private sector client) → 65 points</p> <p>Each different contract (if with public sector client) → 70 points</p> <p>Note to the Bidder: A maximum of three (3) reference contracts will be evaluated. No extra points will be awarded for additional reference contracts.</p>

APPENDIX 3 TO ANNEX F - FINANCIAL BID WORKBOOK

FINANCIAL BID WORKBOOK - ICP (2 YEARS)					
FINANCIAL BID WORKBOOK - ICP (2 YEARS)	RESOURCE CATEGORY	LEVEL OF EXPERIENCE	ESTIMATED NUMBER OF WORKING DAYS FOR THE ICP (2 YEARS)	FIRM PER DIEM RATE (IN CAD \$, TAX EXCLUDED)	EVALUATED PRICE PER LEVEL OF EXPERIENCE
			[A]	[B]	[A x B]
Stream 1: Application Services	A.1 Application/Software Architect	2	200		\$0.00
Stream 3: IM/IT Services	I.3 Database Analyst/Information Management	2	200		\$0.00
	I.4 Database Modeller/Information Management	2	200		\$0.00
	I.5 Information Management Architect	2	200		\$0.00
	I.6 Network Analyst	2	200		\$0.00
	I.7 Platform Analyst	2	200		\$0.00
	I.10 Technical Architect	2	300		\$0.00
	I.11 Technology Architect	2	300		\$0.00
Stream 4: Business Services	B.1 Business Analyst	2	300		\$0.00
	B.2 Business Architect	2	300		\$0.00
	B.3 Business Consultant	2	300		\$0.00
	B.5 Business Process Re-engineering Consultant	2	300		\$0.00
	B.6 Business System Analyst	2	200		\$0.00
	B.14 Technical Writer	2	200		\$0.00
Stream 5: Project Management Services	P.1 Change Management Consultant	2	300		\$0.00
	P.2 Enterprise Architect	2	200		\$0.00
	P.7 Project Coordinator	2	300		\$0.00
	P.8 Project Leader	2	300		\$0.00
	P.9 Project Manager	2	300		\$0.00
	P.11 Quality Assurance Specialist	2	100		\$0.00
	P.12 Risk Management Specialist	2	200		\$0.00
Stream 6: Cyber Protection Services	C.1 Strategic Information Technology Security Planning and Protection Consultant	2	100		\$0.00
	C.2 Information Technology Security Methodology, Policy and Procedures Analyst	2	100		\$0.00
Level 2	Bidder's Aggregated Average Rate for Level 2			#DIV/0!	\$0.00
	Industry Aggregated Average Rate for Level 2			\$1,200	
Stream 1: Application Services	A.1 Application/Software Architect	3	200		\$0.00
Stream 3: IM/IT Services	I.3 Database Analyst/Information Management	3	100		\$0.00
	I.4 Database Modeller/Information Management	3	100		\$0.00
	I.5 Information Management Architect	3	200		\$0.00
	I.6 Network Analyst	3	100		\$0.00
	I.7 Platform Analyst	3	100		\$0.00
	I.10 Technical Architect	3	200		\$0.00
	I.11 Technology Architect	3	200		\$0.00
Stream 4: Business Services	B.1 Business Analyst	3	200		\$0.00
	B.2 Business Architect	3	200		\$0.00
	B.3 Business Consultant	3	200		\$0.00
	B.5 Business Process Re-engineering Consultant	3	200		\$0.00
	B.6 Business System Analyst	3	100		\$0.00
	B.9 Courseware Developer	3	200		\$0.00
Stream 5: Project Management Services	P.1 Change Management Consultant	3	100		\$0.00
	P.2 Enterprise Architect	3	100		\$0.00
	P.5 Project Executive	3	200		\$0.00
	P.8 Project Leader	3	200		\$0.00
Level 3	Bidder's Aggregated Average Rate for Level 3			#DIV/0!	\$0.00
	Industry Aggregated Average Rate for Level 3			\$1,500	
TOTAL EVALUATED PRICE FOR ICP =					\$0.00

FINANCIAL BID WORKBOOK - OP (3 YEARS)					
FINANCIAL BID WORKBOOK - ICP (2 YEARS)	RESOURCE CATEGORY	LEVEL OF EXPERIENCE	ESTIMATED NUMBER OF WORKING DAYS FOR THE ICP (2 YEARS)	FIRM PER DIEM RATE (IN CAD \$, TAX EXCLUDED)	EVALUATED PRICE PER LEVEL OF EXPERIENCE
			[A]	[B]	[A x B]
Stream 1: Application Services	A.1 Application/Software Architect	2	200		\$0.00
Stream 3: IM/IT Services	I.3 Database Analyst/Information Management	2	200		\$0.00
	I.4 Database Modeller/Information Management	2	200		\$0.00
	I.5 Information Management Architect	2	200		\$0.00
	I.6 Network Analyst	2	200		\$0.00
	I.7 Platform Analyst	2	200		\$0.00
	I.10 Technical Architect	2	300		\$0.00
	I.11 Technology Architect	2	300		\$0.00
Stream 4: Business Services	B.1 Business Analyst	2	300		\$0.00
	B.2 Business Architect	2	300		\$0.00
	B.3 Business Consultant	2	300		\$0.00
	B.5 Business Process Re-engineering Consultant	2	300		\$0.00
	B.6 Business System Analyst	2	200		\$0.00
	B.14 Technical Writer	2	200		\$0.00
Stream 5: Project Management Services	P.1 Change Management Consultant	2	300		\$0.00
	P.2 Enterprise Architect	2	200		\$0.00
	P.7 Project Coordinator	2	300		\$0.00
	P.8 Project Leader	2	300		\$0.00
	P.9 Project Manager	2	300		\$0.00
	P.11 Quality Assurance Specialist	2	100		\$0.00
	P.12 Risk Management Specialist	2	200		\$0.00
Stream 6: Cyber Protection Services	C.1 Strategic Information Technology Security Planning and Protection Consultant	2	100		\$0.00
	C.2 Information Technology Security Methodology, Policy and Procedures Analyst	2	100		\$0.00
Level 2	Bidder's Aggregated Average Rate for Level 2			#DIV/0!	\$0.00
	Industry Aggregated Average Rate for Level 2			\$1,200	
Stream 1: Application Services	A.1 Application/Software Architect	3	200		\$0.00
Stream 3: IM/IT Services	I.3 Database Analyst/Information Management	3	100		\$0.00
	I.4 Database Modeller/Information Management	3	100		\$0.00
	I.5 Information Management Architect	3	200		\$0.00
	I.6 Network Analyst	3	100		\$0.00
	I.7 Platform Analyst	3	100		\$0.00
	I.10 Technical Architect	3	200		\$0.00
	I.11 Technology Architect	3	200		\$0.00
Stream 4: Business Services	B.1 Business Analyst	3	200		\$0.00
	B.2 Business Architect	3	200		\$0.00
	B.3 Business Consultant	3	200		\$0.00
	B.5 Business Process Re-engineering Consultant	3	200		\$0.00
	B.6 Business System Analyst	3	100		\$0.00
	B.9 Courseware Developer	3	200		\$0.00
Stream 5: Project Management Services	P.1 Change Management Consultant	3	100		\$0.00
	P.2 Enterprise Architect	3	100		\$0.00
	P.5 Project Executive	3	200		\$0.00
	P.8 Project Leader	3	200		\$0.00
Level 3	Bidder's Aggregated Average Rate for Level 3			#DIV/0!	\$0.00
	Industry Aggregated Average Rate for Level 3			\$1,500	
TOTAL EVALUATED PRICE FOR OP =					\$0.00

SUMMARY	
ITEM	AMOUNT (\$)
TOTAL EVALUATED PRICE FOR ICP	\$0.00
TOTAL EVALUATED PRICE FOR OP	\$0.00
TOTAL EVALUATED BID PRICE	\$0.00

APPENDIX 3 TO ANNEX F - BIDDER'S SELF-ASSESSMENT WORKBOOK

1. Self-assessment Against Corporate Mandatory Criteria

Business Partner Services - CIPO IT Modernization

Appendix 3 to Annex F - Bidder's Self-Assessment Workbook

2. Self-assessment Against Corporate Point-Rated Criteria

For the Corporate Point-rated Criteria, the Bidder must ensure that the yellow cells in the “Yes/No” column and the “Justification-Cross Reference to Bid” column are properly filled. The score will be automatically calculated and displayed at the bottom in the orange cell. Below is an example to illustrate Bidder’s self-assessment against CM-8.

Corporate Point-Rated Criteria											
CPR-8 Experience in Onboarding and Managing Resource Groups											
The Bidder has experience in onboarding and managing resource groups for more than one (1) business modernization, business transformation or IM/IT modernization project.											
To demonstrate such experience, the Bidder should provide at most four (4) reference contracts. The reference contract must be different from the reference contract used in the response to CM-7. The reference contract may be the same as the reference contract used in the response to other corporate mandatory and/or corporate point-rated criteria.											
Bidder's Reference Contract:	Ref.#1		Ref.#2		Ref.#3		Ref.#4				
	Yes/No	Reference to Bid	Yes/No	Reference to Bid	Yes/No	Reference to Bid	Yes/No	Reference to Bid	Yes/No	Reference to Bid	
	Yes	Page 25 Section 6 paragraph 3	Yes		Yes				Yes		
For each reference contract:											
(a) The client was at arms-length from the Bidder, not an affiliate of the Bidder;											
(b) The Bidder, as the primary contractor, onboarded, within the last ten (10) years prior to the bid closing date, a group of at least fifteen (15) resources from at least five (5) different resource categories within a single three (3) month period upon a client request to support the development of enterprise business solution(s) as defined in CM-1, and any one (1) of the following:											
i) Providing project management service(s) as defined in CM-3;											
ii) Providing portfolio management service(s) as defined in CM-4; and											
iii) Supporting enterprise business solution implementation and management as defined in CM-5.											
Self-Assessment result for section (b) :											
(c) The Bidder utilized its corporate strategies to manage resource qualification, availability, performance and on-boarding for the service delivery pertinent to (b);											
(d) The minimum contract value is CAD five (5) million (foreign currency will be based on the Bank of Canada daily exchange rate at the bid closing date); and											
(e) The minimum duration of the contract is twenty-four (24) months.											
Self-Assessment Points :											
Total Self-Assessment Points :											

Note to the Bidder:

1. The Bidder is requested to conduct a self-assessment against each mandatory and point-rated criterion set out in Appendix 1 to Annex F - Corporate Criteria. The Bidder must complete and submit to the Contracting Authority the electronic version of Appendix 3 to Annex F - Bidder's Self-Assessment Workbook. The Bidder's self-assessment submitted in any other format will not be accepted. The Contracting Authority will email the Bidder the Workbook upon receipt of its written request via email.
2. Bidder's self-assessment may be referred by Canada during the technical evaluation. In case of any discrepancy between Bidder's self-assessment and Canada's evaluation, Canada reserves the right to make a final decision. Only Canada's evaluation will be construed as final.

FORM 1 TO ANNEX F - REFERENCE CONTRACTS FOR CORPORATE CRITERIA

The Bidder is requested to complete Form 1(a) below for each reference contract that is submitted to respond to the corresponding corporate mandatory criterion and/or corporate point-rated criterion as described in in Appendix 1 to Annex F - Corporate Criteria. If necessary, the Bidder should expand the form until all the reference contracts are included. When doing so, the Bidder is requested to follow the same format and use a Reference Contract # that is in ascending numerical sequence prefaced with "CORP-" (e.g. CORP-1, CORP-2, CORP-3, CORP-4, etc.).

FORM 1(a) - REFERENCE CONTRACTS	
Bidder Name: _____	Reference Contract #: CORP-1
Section 1: Contract Information	
Contract Title	
Contract File Number	
Contract Value (in CAD dollar)	
Start Date (Month-Year)	
End Date (Month-Year)	
Executive Summary of Contract Requirement:	
Section 2: Client Contact Information	
Government Client (Yes/No)	
Organization Name	
Contact Name	
Title	
Business Address	
Telephone	
Email Address	
Key Roles and Responsibilities:	
Bidder Name: _____	Reference Contract #: CORP-2
Section 1: Contract Information	
Contract Title	
Contract File Number	
Contract Value (in CAD dollar)	
Start Date (Month-Year)	
End Date (Month-Year)	
Executive Summary of Contract Requirement:	
Section 2: Client Contact Information	
Government Client (Yes/No)	
Organization Name	
Contact Name	
Title	

FORM 1(a) - REFERENCE CONTRACTS	
Business Address	
Telephone	
Email Address	
Key Roles and Responsibilities:	
Bidder Name: _____	Reference Contract #: CORP-3
Section 1: Contract Information	
Contract Title	
Contract File Number	
Contract Value (in CAD dollar)	
Start Date (Month-Year)	
End Date (Month-Year)	
Executive Summary of Contract Requirement:	
Section 2: Client Contact Information	
Government Client (Yes/No)	
Organization Name	
Contact Name	
Title	
Business Address	
Telephone	
Email Address	
Key Roles and Responsibilities:	
<i>Note to the Bidder: The form should be expanded to include all reference contracts.</i>	

The Bidder is also requested to outline all the reference contracts in Form 1(b) below. If necessary, the Bidder should expand the form until all the reference contracts are included. When doing so, the Bidder is requested to follow the same format and list the reference contracts in ascending numerical sequence prefaced with "CORP-" (e.g. CORP-1, CORP-2, CORP-3, CORP-4, etc.). For each reference contract, the Bidder is requested to provide cross-reference(s) to the corresponding corporate mandatory and/or rated criterion by listing the criterion ID # (e.g. CM-1, CM-2, CPR-1, CPR-2, etc.).

FORM 1(b) - SUMMARY OF REFERENCE CONTRACTS		
Reference Contract #	Contract Title	Cross- Reference to Corresponding Corporate Criterion
CORP-1		
CORP-2		
CORP-3		
CORP-4		
CORP-5		

CORP-6		
CORP-7		
CORP-8		
CORP-9		
CORP-10		
<i>Note to the Bidder: The form should be expanded to include all reference contracts.</i>		

The Bidder is reminded that, in most cases, the allowed number of reference contracts is capped for corporate criteria. The Contracting Authority will request the Bidder to confirm within three (3) working days which reference contract(s) to be used for the evaluation purpose in case the received number of reference contracts exceeds the limit.

In addition, the Bidder is requested to fill Form 1(c) below to declare whether or not it uses any corporate experience of its parent, subsidiary and/or affiliate in response to any of the corporate criteria by checking either 'Yes' or 'No' box. If a 'Yes' box is checked, the Bidder is requested to list all the associated reference contract(s).

FORM 1(c) - DECLARATION OF CITED EXPERIENCE OF BIDDER'S PARENT, SUBSIDIARY AND/OR AFFILIATE			
Corporate Criterion ID #	Declaration		Reference Contract CORP #
CM-1	Part A	Yes [] No []	
	Part B	Yes [] No []	
CM-2		Yes [] No []	
CM-3		Yes [] No []	
CM-4		Yes [] No []	
CM-5		Yes [] No []	
CM-6		Yes [] No []	
CM-7		Yes [] No []	
CPR-1	Part A	Yes [] No []	
	Part B	Yes [] No []	
CPR-2		Yes [] No []	
CPR-3		Yes [] No []	
CPR-4		Yes [] No []	
CPR-5		Yes [] No []	
CPR-6		Yes [] No []	
CPR-7		Yes [] No []	
CPR-8		Yes [] No []	
CPR-9		Yes [] No []	
CPR-10		Yes [] No []	

FORM 1 TO PART 4 - RFP SUBMISSION FORM

1. BIDDER INFORMATION AND ELECTRONIC PAYMENT

1.1 Sub-form 1 - Bidder's Information and Authorization

BIDDER'S INFORMATION	
Bidder's Full Legal Name	
(a)	
Bidder's Procurement Business Number	
(b)	
Authorized Representative of Bidder for Evaluation Purposes (e.g. clarifications)	
(c)	Name:
	Title:
	Address:
	Telephone #:
	Email:
If submitting a bid in response to the RFP as a joint venture, the Bidder must complete section (d) below. <i>[Bidder to add more rows if more than one joint venture member]</i>	
(d)	Joint venture member full legal name:
	Joint venture member address:
Applicable Laws	
In accordance with RFP Part 2 - Bidder Instructions, section 2.4 Applicable Laws, Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified below and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.	
(e)	Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

BIDDER'S INFORMATION	
<p align="center">RFP Submission Requirements</p> <p>It is the Bidder's sole responsibility to ensure its response addresses all requirements outlined in the RFP.</p>	
<p align="center">Bidder Authorization</p> <p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
(f)	Name:
	Address:
	Email:
	Signature of Authorized Representative of Bidder:
	Phone:
	Date:
<p>If submitting a bid in response to the RFP as a joint venture, the Bidder must complete section (g) below. <i>[Bidder to add more rows if more than one joint venture member]</i></p>	
(g)	Name:
	Address:
	Email:
	Signature of authorized representative of Bidder:
	Phone:
	Date:

1.2 Sub-form 2 - Electronic Payment Instruments

As indicated in Part 3, clause 3.3.3 the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- ☐ Direct Deposit (Domestic and International)
- ☐ VISA Acquisition Card
- ☐ MasterCard Acquisition Card

2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

In accordance with RFP Part 5 - Certifications, I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the bid submission date. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-compliant, or will declare a Contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-compliant or constitute a default under the Contract.

2.1 Sub-form 3 - Former Public Servant

<p>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 in writing before contract award for each question below, the answer and, as applicable, the information required.</p> <p>If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-compliant.</p> <p>Definitions</p> <p>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:</p> <ul style="list-style-type: none"> (a) an individual; (b) an individual who has incorporated; (c) a partnership made of former public servants; or (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity. <p>"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.</p> <p>"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</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the following information:</p> <p>Name(s) of former public servant:</p>
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[Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, [the Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

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](#).

2.2 Sub-form 4 - Work Force Adjustment

Work Force Adjustment Directive See Sub-form 3 for a definition of "Former Public Servant (FPS)". 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.	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?	
	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	If yes, provide the following information:	
	a. name of former public servant;	
	b. conditions of the lump sum payment incentive;	
	c. date of termination of employment;	
	d. amount of lump sum payment;	
	e. rate of pay on which lump sum payment is based;	
f. period of lump sum payment including start date, end date and number of weeks; and		
g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.		

2.3 Sub-form 5 - Federal Contractors Program for Employment Equity

For further information on the Federal Contractors Program for Employment Equity visit <https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

3. CERTIFICATION

By signing this certification, the Bidder hereby certifies its full understanding of and compliance with the above-described requirements.

The Bidder also certifies that the signature below is that of a person authorized to sign on behalf of the Bidder.

Signature

Date

Name and title of person authorized to sign on behalf of the Bidder

Name of the Bidder