RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

MAT.DESProc2-DOSE2@forces.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Department of National Defence

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 au: Ministère de la défense nationale

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) prixindiqué(s).

Comments - Commentaires

This solicitation contains security requirements.

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Robotic Process Automation (RPA) software solution and professional services Solicitation No. - N° de l'invitation W6369-200130/A 24 December 2019 Client Reference No. - N° de référence du client W6369-200130 GETS Reference No. - N° de référence de SEAG File No. - N° de dossier CCC No./N° CCC - FMS No./N° VME W6369-200130 Time Zone Solicitation Closes - L'invitation prend Fuseau horaire fin on February 3, 2020 At 2pm Eastern Standard Time EST F.O.B. - F.A.B. **Plant-Usine: Destination:** ✓ **Other-Autre:** Address Enquiries to: - Adresser toutes questions à Buyer Id - Id de l'acheteur DES Proc 2-5-2 MAT.DESProc2-DOSE2@forces.gc.ca Telephone No. - N° de téléphone FAX No. - N° de FA--X Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: To be inserted upon award

Instructions: See Herein
Instructions: Voir ci-joint

Title - Suiet

Delivery Required – Livraison exigée

Vendor Name and Address – Raison sociale et adresse du fournisseur

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



TABLE OF CONTENTS

PART	1 - GENERAL INFORMATION		4
1.1	Notice to Bidders	4	
1.2	Introduction	4	
1.3	SUMMARY		
1.4	Debriefings	5	
PART	2 - BIDDER INSTRUCTIONS		5
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5	
2.2	SUBMISSION OF BIDS		
2.3	FORMER PUBLIC SERVANT	6	
2.4	ENQUIRIES - BID SOLICITATION	7	
2.5	APPLICABLE LAWS		
2.6	IMPROVEMENT OF REQUIREMENT DURING THE SOLICITATION PERIOD	8	
PART	3 - BID PREPARATION INSTRUCTIONS		8
3.1	BID PREPARATION INSTRUCTIONS	8	
3.2	BID PREPARATION INSTRUCTION BY SECTION	9	
3.3	SECTION III: CERTIFICATIONS	9	
3.4	SECTION IV: ADDITIONAL INFORMATION		
3.5	SUPPLY CHAIN SECURITY INFORMATION (SCSI) SUBMISSION	10	
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION		10
4.1	EVALUATION PROCEDURES	10	
4.2	EVALUATION PROCESS	10	
4.3	FINANCIAL PROPOSAL	13	
4.4	SCSI Assessment Process	13	
PART	5 - CERTIFICATIONS AND ADDITIONAL INFORMATION		13
5.1	CERTIFICATIONS REQUIRED WITH THE BID	13	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	14	
PART	6 - SECURITY AND OTHER REQUIREMENTS		15
6.1	SECURITY REQUIREMENTS	15	
6.2	CONTROLLED GOODS REQUIREMENT	15	
PART	7 - RESULTING CONTRACT CLAUSES		16
7.1	STATEMENT OF WORK	16	
7.2	OPTIONAL GOODS AND/OR SERVICES	17	
7.3	Task Authorization	17	
7.4	STANDARD CLAUSES AND CONDITIONS	18	
7.5	SECURITY REQUIREMENTS	18	
7.6	TERM OF CONTRACT	19	
7.7	Authorities		
7.8	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS		
7.9	PAYMENT		
7.10	METHOD OF PAYMENT		
7.11	Invoicing Instructions		
7.12	CERTIFICATIONS AND ADDITIONAL INFORMATION	25	

7.13	APPLICABLE LAWS	25
7.14	PRIORITY OF DOCUMENTS	
7.15	FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR) (TO BE FINAL	
	ACT AWARD)	
7.16	INSURANCE REQUIREMENTS	
7.17	LIMITATION OF LIABILITY	
7.18	JOINT VENTURE (TO BE DELETED AT CONTRACT AWARD IF NOT APPLICABLE]	
7.19	INTELLECTUAL PROPERTY RIGHT INFRINGEMENT	
7.20	Process for Requesting Substitution	
7.21	On-GOING SUPPLY CHAIN INTEGRITY PROCESS	
7.22	CONTROLLED GOODS PROGRAM	34
ANNE	X "A" - STATEMENT OF WORK	35
APPE	NDIX "A" TO ANNEX A – TRANSACTION VOLUMETRICS	45
APPE	NDIX "C" TO ANNEX A - TASKING ASSESSMENT PROCEDURE	50
APPE	NDIX "D" TO ANNEX A – RESOURCES ASSESSMENT CRITERIA AND RESPONSE	TABLE52
APPE	NDIX "E" TO ANNEX A - CERTIFICATION AT THE TA STAGE	57
	NDIX "F" TO ANNEX A – RPA SOFTWARE PRE-REQUISITE INSTALLATION AND (IREMENTS	
APPE	NDIX "G" TO ANNEX A - DND TERM EXTENSION CURRENT-STATE BUSINESS P	ROCESS61
APPE	NDIX "H" TO ANNEX A – TASK 1 (DRAFT)	64
ANNE	X "B" – LIST OF DELIVERABLES AND PRICING	65
ANNE	X "C" - SECURITY REQUIREMENTS CHECK LIST	68
ATTA	CHMENT "3.1" TO PART 3 – ELECTRONIC PAYMENT INSTRUMENTS	71
ATTA	CHMENT "3.2" TO PART 3 BID SUBMISSION FORM	72
ATTA	CHMENT "3.3" TO PART 3 – SUPPLY CHAIN SECURITY INFORMATION (SCSI) SU	BMISSION FORM.73
ATTA	CHMENT "4.1" TO PART 4 - BID EVALUATION CRITERIA	77
ATTA	CHMENT "4.2" TO PART 4 - FINANCIAL PROPOSAL	84
	CHMENT "4.3" TO PART 4 - SUPPLY CHAIN SECURITY INFORMATION (SCSI) AS:	
	CHMENT "5.1" TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOY	
ATTA	CHMENT "5.2" TO PART 5 – JOINT VENTURE CERTIFICATION	92

PART 1 - GENERAL INFORMATION

1.1 Notice to Bidders

Notice to Bidders: Supply Chain Security Information; Supply Chain Integrity Process

This bid solicitation contains a security requirement in relation to the supply chain of the Bidders to provide this information to Canada, see Attachment 3.3 to Part 3: Supply Chain Security Information (SCSI) Submission Form for additional information on the integrity assessment of bidders' supply chain security information.

1.2 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the List of Deliverables and Pricing, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, DND 626 Task Authorization Form and any other annexes.

1.3 Summary

- 1.3.1 The Department of National Defence (DND) requires a Robotics Process Automation (RPA) software solution and professional services for their Human Resources system for civilian employees and other departmental business processes. The contract will be for 2 years plus two one-year options.
- 1.3.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.3.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade

Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Honduras Free Trade Agreement and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

- 1.3.4 This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.
- 1.3.5 This procurement is subject to the Controlled Goods Program. The Defence production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
- 1.3.6 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5

 Certifications and Additional Information, Part 7 Resulting Contract Clauses and the Attachment 5.1 titled Federal Contractors Program for Employment Equity Certification.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days from receipt of the results of the bid solicitation process.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days Insert: **240 days**

2.2 Submission of Bids

Bids must be submitted only to the Contracting Authority by the date, time and at the address indicated on page 1 of the bid solicitation at the following email address:

MAT.DESProc2-DOSE2@forces.gc.ca

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published

proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and

inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During the Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- 3.1.1 Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.
- 3.1.2 Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid: one (1) soft copy submitted by e-mail;

Section II: Financial Bid: one (1) soft copy submitted by e-mail;

Section III: Certifications: one (1) soft copy submitted by e-mail;

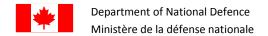
Section IV: Additional Information: one (1) soft copy submitted by e-mail;

Section V: Supply Chain Integrity Process: one (1) soft copy submitted by e-mail;

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

3.1.4 Electronic Submissions

Electronic Submissions: Individual emails that may include certain scripts, formats, embedded macros and/or other links, or those that exceed five (5) megabytes may be rejected by Department of National Defence (DND) email system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one email. DND will confirm receipt of documents. It is the Bidder's responsibility to ensure its entire submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. In order to minimize the potential of email rejection and/or other technical issues, Bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents received after the closing date and time will not be accepted.



3.2 Bid Preparation Instruction by Section

3.2.1 Section I: Technical Bid

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

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

3.2.2 Section II: Financial Bid

Bidders must submit their financial bid as per Attachment 4.2 to Part 4 Financial Bid and in accordance with the List of Deliverables and Pricing in Annex "B".

3.2.2.1 Electronic Payment of Invoices - Bid

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

If Attachment 3.1 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments is not an evaluation criterion.

3.3 Section III: Certifications

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

3.4 Section IV: Additional Information

3.4.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

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

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

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

3.5 Supply Chain Security Information (SCSI) Submission

The bid must include all the Supply Chain Security Information required by Attachment 3.3 to Part 3 of the Bid Solicitation, taking into consideration the information provided in Attachment 4.3 to Part 4 of the Bid Solicitation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Evaluation Process

There are several steps in the evaluation process. Even though the evaluation and selection will be conducted in different steps, the fact that DND has proceeded to a later step does not mean that DND has conclusively determined that the Bidder has successfully passed all the previous steps. DND may conduct steps of the evaluation in parallel. If so, no information from the Financial Bid will be disclosed to the Technical Evaluation team during evaluation. The Contracting Authority may instruct the evaluation teams to halt evaluation, if the bid is determined to be non-responsive at any step.

Bids will be ranked in accordance with the Selection Methodology.

4.2.1 Technical Evaluation

a) Mandatory Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

The mandatory technical criteria are described in in Attachment 4.1 to Part 4, Section 1, Mandatory Criteria.

b) Point-Rated Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

The point-rated technical criteria are described in Attachment 4.1 to Part 4, Section 2, Point Rated Criteria.

4.2.2 Financial Evaluation

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 4.2 to Part 4 – Financial Proposal.

4.2.3 Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
- 2. Bids not meeting (a) and (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be recommended for contract award. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70

	Pricing Score	45/55 x 30 = 24.,55	45/50 x 30 = 27	45/45 x 30 = 30.00
Combined Rat	ting	84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

4.2.4 Proof of Proposal Testing

Through a Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-three ranked bids to confirm both that they will function as described in the bids and that they meet the technical functionality requirements. In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.

The Contracting Authority will request the Bidders to provide their proposed solution for demonstration and Proof of Proposal (POP) testing at a DND designated site, with the participation and assistance of the Bidders.

Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bidder will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.

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

The Proof of Proposal testing timeline will not exceed 10 business days, unless extended in writing by the Contracting Authority at DND's sole discretion. If the Bidder discovers that there is a deficiency during the Proof of Proposal, the Bidder must cease installation and inform the Contracting Authority. Within 2 business days, the Bidder may submit to the Contracting Authority missing files, replacements for corrupt files or replacement equipment, and identify the component or equipment in the technical bid. The Contracting Authority will have the sole discretion to decide if the deficiency-submitted files or equipment will be accepted for the PoP test.

If any of the proposed solutions fail to meet one of the tested mandatory requirements of the SOW at the end of the 10 business day test period, the bid will be declared non-responsive. The Bidder with the unresponsive bid will remove their solution from the test site. If the bids of all three of the highest ranked bidders are found unresponsive based on the result of the Proof of Proposal, DND will invite the Bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

4.2.5 Conditions Precedent to Contract Award

All Bidders must also meet the Part 5 Certification Requirements, Part 6 Security Requirements and have their SCSI approved before being eligible to be recommended for Contract award.

4.2.6 Contract Entry

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

4.3 Financial Proposal

The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period, as outlined in Attachment 4.2 to Part 4 of the Bid Solicitation. The identification of all necessary equipment, software, peripherals, cabling and components to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

4.4 SCSI Assessment Process

Canada will assess the Supply Chain Security Information of the top-ranked bid in accordance with Attachment 4.3 to Part 4 of the Bid solicitation, SCSI Assessment Process. Canada must approve the SCSI in order for the bid to be declared compliant.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a

written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

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

PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

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

6.2 Controlled Goods Requirement

- 1. As the resulting contract will require the production of or access to controlled goods that are subject to the <u>Defence Production Act</u>, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program and registration is carried out as follows:
 - a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration

number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

- b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor agrees to supply to the Client the goods and services, described in the Statement of Work in accordance with, and at the prices set out, in the Contract.

This includes:

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

7.2 Optional Goods and/or Services

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

7.3 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.3.1 Task Authorization Process

- 1. Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A, B, C and D of Annex A.
- 2. The Procurement Authority will provide the Contractor with a description of the task using the DND 626, "Task Authorization Form" form specified in Appendix B to Annex A.
- 3. The draft Task Authorization will contain the details of the activities to be performed and must also contain the following information:
 - 1. the contract number;
 - 2. the task number;
 - 3. the date by which the Contractor's response must be received (which will appear on the draft Task Authorization but not on the issued Task Authorization):
 - 4. the categories of resources and the number required:
 - 5. a description of the work for the task outlining the activities to be performed and identifying any deliverables;
 - 6. the start and completion dates;
 - 7. milestone dates for deliverables and payments (if applicable);
 - 8. the number of person-days of effort required;
 - 9. whether the work requires on-site activities and the location;
 - 10. the language profile of the resources required;
 - 11. the level of security clearance required of resources:
 - 12. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined, where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheet filled in at the time of the work by the individual resources to support the charges); and
 - 13. any other constraints that might affect the completion of the task.
- 4. The Contractor must provide the Procurement Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the List of Deliverables and Pricing specified in the Contract.
- 5. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.3.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause.

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

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

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.3.3 Task Authorization - Department of National Defence

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

7.4 Standard Clauses and Conditions

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

7.4.1 General Conditions

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

7.4.2 Supplemental General Conditions

4003 (2010-08-16) Licensed Software 4004 (2013-04-25) Maintenance and Support Services for Licensed Software

apply to and form part of the Contract.

7.5 Security Requirements

7.5.1 The following security requirements apply and form part of the Contract.

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

7.5.2 Contractor's Sites or Premises Requiring Safeguarding Measures

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

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

7.5.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

7.6 Term of Contract

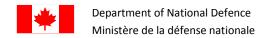
7.6.1 Period of the Contract

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

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

7.6.2 Option to Extend the Contract

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



Organization: _____

Request for Proposals No. W6369-200130/A Robotic Process Automation (RPA) Software Solution and professional services

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.7 Authorities
7.7.1 Contracting Authority
The Contracting Authority for the Contract is:
Name: Title: Department of National Defence Directorate: Director Electronic Systems Procurement Address:
Telephone: 613- 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.
7.7.2 Procurement Authority
The Procurement Authority for the Contract is: [to be inserted at time of contract issuance]
Name: Title: Directorate: Address:
Telephone: E-mail address:
The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.
7.7.3 Technical Authority
The Technical Authority for the Contract is: [to be inserted at time of contract issuance]
Name:
Title:

Address:
Telephone:
Facsimile:
E-mail:
The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
7.7.4 Contractor's Representative The Contractor's Representative for the Contract is: [to be inserted at time of contract issuance]
Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail:

7.8 **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.9 Payment

7.9.1 Basis of Payment

For the software solution: In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex B, List of Deliverables and Pricing. Customs duties are included and Applicable Taxes are extra.

For the professional services: In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid using One of the following Basis of Payment, which will be specified in and form part of the approved Task Authorization:

7.9.2 Task Authorization with a Maximum Price:

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with Annex B List of Deliverables and Pricing.

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

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

7.9.3 Task Authorization with a Firm Price

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

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

7.9.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ ______. Customs duties are excluded and Applicable Taxes are extra.
- No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.9.5 Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and

D of the <u>National Joint Council Travel Directive</u>, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

7.10 Method of Payment

7.10.1 For the software solution:

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

7.10.2 For the Professional Services:

The Contractor will be paid using one of the following Methods of Payment, which will be specified in and form part of the approved Task Authorization:

a) Method of Payment for Task Authorizations with a Maximum Price:

For each Task Authorization validly issued under the Contract that contains a maximum price:

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;
- the Work performed has been accepted by Canada

b) Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:

Canada will pay the Contractor upon completion and delivery of all the Work associated with the validly issued Task Authorization in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

c) Method of Payment for Task Authorizations with a Firm Price - Milestone Payments

For any Task Authorization validly issued under the Contract that includes a schedule of milestone payments to be made once specific portions of the work have been completed and accepted, Canada will make milestone payments in accordance with the schedule of milestones detailed in that Task Authorization and the payment provisions of the Contract, if:

- an accurate and complete claim for milestone payment using form PWGSC-TPSGC1111 http://www.tpsgc-pwgsc.gc.ca/app- acq/forms/1111-eng.html and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
- b. the total amount for all milestone payments paid by Canada under that TA does not exceed [XX percent to be determined at time of TA], or the other percentage specified in the TA, of the total amount to be paid under the TA.
- c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
- d. all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.
- e. The balance of the amount payable will be paid in accordance with the basis of payment provisions of the Contract TA following delivery and acceptance of the Work for which milestone payments were made.

7.10.3 Electronic Payment of Invoices - Contract

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

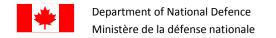
- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card:
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.10.4 Discretionary Audit

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

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

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed



that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.10.5 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, at Canada's request.

7.11 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- 3. By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- 4. The Contractor must provide an electronic copy of each invoice to the DND Procurement Authority, and to the Contracting Authority.

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.12.2 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. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

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

7.14 Priority of Documents

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

- (a) the Articles of Agreement:
- (b) the supplemental general conditions <u>4003</u> (2010-08-16) Licensed Software; and <u>4004</u> (2013-04-25) Maintenance and Support Services for Licensed Software
- (c) the general conditions <u>2035</u> (2018-06-21) General Conditions Higher Complexity Services;

- (d) Annex A, Statement of Work, including its Appendices as follows;
 - (1) Appendix A to Annex A Transaction Volumetrics;
 - (2) Appendix B to Annex A DND 626 Task Authorization (TA) Form;
 - (3) Appendix C to Annex A Tasking Assessment Procedure;
 - (4) Appendix D to Annex A Resources Assessment Criteria and Response Table
 - (5) Appendix E to Annex A Certifications at the TA stage;
 - (6) Appendix F to Annex A RPA Software Pre-Requisite Installation and Configuration Requirements;
 - (7) Appendix G to Annex A DND Term Extension Current-State Business Process;
 - (8) Appendix H to Annex A Task Authorization no. 001 (DRAFT)
- (e) Annex B, List of Deliverables and Pricing;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____, (to be inserted at the time of contract award).

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

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

OR

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

7.16 Insurance Requirements

SACC Manual clause G1005C (2016-01-28), Insurance - No Specific Requirement

7.17 Limitation of Liability

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

2. First Party Liability:

- a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";

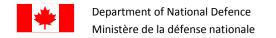
- ii. physical injury, including death.
- b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c. Each of the Parties is liable for all direct 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:
 - 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
 - i. 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 _____ times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

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

3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing



Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

7.18 JOINT VENTURE (to be deleted at contract award if not applicable)

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: [list all the joint venture members named in the Contractor's original bid].
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract:
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security requirements in the Contract, if any, apply to each member of the joint venture Contractor.
- g. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.19 Intellectual Property Right Infringement

- 1. If a third party claims that equipment or software that the Contractor provides under the Contract infringes any intellectual property right, the Contractor, if requested to do so by Canada, will defend Canada against the claim at the Contractor's expense. In this regard, the Contractor will pay all costs, damages and legal fees that a court finally awards, provided that Canada:
 - a. promptly notifies the Contractor in writing of the claim; and
 - b. co-operates with the Contractor in, and allows the Contractor full participation in, the defense and related settlement negotiations; and
 - c. obtains the Contractor's prior approval to any agreement resulting from settlement

negotiations held with the third party.

- The Contractor agrees to fully participate in any claims, action or proceeding arising under subsection 1. The Parties agree that no such claim, action or proceeding will be settled without the prior written approval of the Contractor and Canada.
- 3. If such a claim is made or appears likely to be made, Canada agrees to permit the Contractor to enable Canada at the Contractor's expense, to continue to use software or to modify or replace it with software, which has published specifications equal or superior to the software being replaced. If the Contractor determines that none of these alternatives is reasonably available, Canada may elect, at the Contractor's expense, to independently secure the right to continue to use the software, or Canada may require the Contractor to accept the return of the software and to refund all monies paid to the Contractor under the Contract for the software, as well as all amounts paid for services, license(s) and development fees.
- 4. The provisions of subsections 1 and 2 do not apply in situations where the Contractor was instructed by Canada to purchase or modify a specific item from a specific source on behalf of Canada. In this case, the Contractor must ensure that its subcontract for the software states that "If a third party claims that the software that the subcontractor supplies under the Contract infringes any intellectual property right, the subcontractor, if requested to do so by either the Contractor or Canada, will defend the Contractor and Canada against that claim at the subcontractor's expense and will pay all costs, damages and legal fees that a court finally awards." In the event that the Contractor is unable to incorporate this into its subcontract, then it must promptly advise Canada of the situation and not proceed with the subcontract without receiving written notice from Canada that the level of intellectual property right infringement protection is acceptable.
- Without prejudice to Canada's right to terminate the Contract for default prior to completion of the work, the above represents the Contractor's entire obligation to Canada regarding any claim of infringement.
- The Contractor has no obligation regarding any infringement claim based if:
 - Canada has made unauthorized modifications to the software, or Canada has made unauthorized use of the software in other than its published specified operating environment;
 - b. the combination, operation or use of the software with any product, data or apparatus that the Contractor did not provide under the Contract, or which combination, operation or use the Contractor did not authorize or approve in advance, if infringement would not have occurred but for such combination, operation or use.

7.20 Process for Requesting Substitution

1. **For Optional Deliverables only:** If Canada exercises its option to purchase additional quantities specified in the Contract and the item has, since the time of Contract award, been the subject of a proposed substitution by the Contractor, the process outlined in this section will apply. However, in order for the substitution to be accepted, in addition to meeting the specifications of the Contract, the

Contractor must also submit for the SCI process the Supply Chain Security Information for each new item on the IT Product List, and not be declared ineligible as a result of the SCI assessment.

- 2. Conditions for Proposing Substitution(s): The Contractor may propose a substitution for an existing Product authorized for supply under Optional Deliverables of this Contract, provided the proposed substitute meets or exceeds the specification(s) detailed in Annex B List of Deliverables and Prices, as well as meeting or exceeding the specifications of the existing Product being substituted in all respects unless otherwise specified. The price for the substitute Product must not exceed:
 - a. the price for the Product originally bid in the Contractor's quote;
 - the current published list price of the substitute Product, less any applicable Government discount; or
 - c. the price at which the substitute Product is generally available for purchase,

whichever is the lowest.

- 3. **Ceiling Prices**: During substitutions, situations can occur where it is difficult to use the price of an existing individual Product as a ceiling price limit for the new Product. In cases like this, price support may be requested by the Contracting Authority for the individual Product. This is at the sole discretion of the Contracting Authority. The Contracting Authority also has the right to refuse any substitution that, in the Contracting Authority's view, does not represent good value to Canada.
- 4. **Substitution Costs**: The proposed substitution may be subject to technical assessment and any costs associated with the technical evaluation will be at the Contractor's expense.
- 5. Process for Requesting Substitution: The request for substitution must be made by providing the full details on the nature of the substitution including the URL(s) for the applicable technical specification(s) of the Product, any necessary technical documentation, certifications, manuals and a copy of the current published list price for the Product. Upon request, the Contractor must provide information substantiating compliance with the requirements listed in Annex B List of Deliverables and Prices.
- 6. The substitute item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada. If Canada does not accept a proposed substitution, the Contractor must continue to deliver the original product when ordered. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead.
- 7. The ability to propose a substitution does not relieve the Contractor of its obligation to make delivery by the Delivery Date, regardless of whether or when the proposed substitution is approved

7.21 On-going Supply Chain Integrity Process

- a) Supply Chain Integrity Process: The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:
 - (i) Product list; and

(ii) a list of subcontractors.

This SCSI is included as Attachment 4.3 to Part 4. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

- b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Attachment 4.3 to Part 4. In that regard:
 - (i) The Contractor, starting at contract award, must revise its SCSI at least once a year to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting year, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.
 - (ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.
 - (iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
 - (iv) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.

c) Identification of New Security Vulnerabilities in SCSI already assessed by Canada:

- (i) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.
- (ii) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

d) Addressing Security Concerns:

- (i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.
- (ii) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a

subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:

- (A) Provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
- (B) If requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
- (C) Implement the mitigation plan approved by Canada.
- (D) This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.
- (iii) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

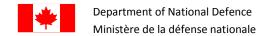
e) Cost Implications:

- (i) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
 - (A) with respect to Products already assessed without security concerns by Canada pursuant to an SCSI assessment, evidence from the Contractor of how long it has owned the Product;
 - (B) with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
 - evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
 - (D) the normal useful life of the Product;
 - (E) any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;

- (F) the normal useful life of the proposed replacement Product;
- (G) the time remaining in the Contract Period;
- (H) whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
- (I) whether or not the Product being replaced can be redeployed to other customers;
- (J) any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
- (K) any development costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
- (L) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- (ii) Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.
- (iii) Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

f) General:

- (i) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- (ii) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- (iii) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved



- by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- (iv) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).
- (v) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

7.22 Controlled Goods Program

SACC Manual clause A9131C (2014-11-27), Controlled Goods Program

ANNEX "A" - STATEMENT OF WORK

1. Title

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

2. Scope

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

The RPA solution is required to improve timeliness and accuracy of all HR staffing transactions for seamless integration into the Phoenix pay system and may be considered for further expansion to other DND Branches in the future

3. Background

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

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

DND operates under a very tight security environment. Deployment of new tools need to comply with overall IT enterprise architecture and security requirements which are approved by Shared Services Canada.

4. Problem Statement

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

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

5. Tasks

The following HR e-Staffing business processes have been identified for possible automation:

- i. Term Extension;
- ii. Secondments;
- iii. Assignments;
- iv. Acting Less Than 4 Months;
- v. Casual; and
- vi. Deployments

5.1 Phase 1 - Planning and Proof of concept:

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

- 5.1.1 Review the current DND E-Staffing business process(es) (refer to Appendix G);
- 5.1.2 Conduct interviews with DND e-staffing Subject Matter Experts;
- 5.1.3 Install and test RPA software in a DND development/test environment on an identified e-Staffing business process(es) based of planning outcomes and as indicated by the Technical Authority;
- 5.1.4 Provide proposed RPA implementation plan outlining steps required from a technical and HR functional perspective;
- 5.1.5 Develop a high-level cost-benefit and risk analysis for full implementation of the RPA solution across a selected E-Staffing business process(es), based on planning outcomes and as indicated by the Technical Authority; and
- 5.1.6 Present the final deliverables to DND project lead, project sponsor, and incorporate feedback, as required.

5.2 Phase 2- Implementation of E-staffing Process (es):

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

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

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

5.3 Phase 3 – Implementation of other staffing actions:

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

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

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

5.4 Phase 4 – Implementation of other departmental processes:

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

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

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

6. Resource Categories

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

Resource Categories	Estimated Number of Resources
Project Management Consultant	1
Senior Business Consultant	2
Intermediate Business Consultant	2
Junior Business Consultant	2
Senior Programmer/Software Developer	1
Intermediate Programmer/Software Developer	1
Junior Programmer/Software Developer	1
Technical Architect	1
Total	11

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

6.1 Project Management Consultant

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

- Manage the project during the planning, development, implementation and deployment phases by ensuring that the project is delivered within previously agreed schedule, cost and scope, which includes performance parameters;
- Formulate statements of problems; establish procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof;
- Define and document the objectives for the project; abiding by budgetary limits, the composition, roles and responsibilities and terms of reference for the project team;
- Report progress of the project on an ongoing basis and at scheduled points during the contract;
- Meet with DND stakeholders and other project managers to discuss potential problems and develop solutions; and
- Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools.

6.2 Business Consultants

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

6.2.1 Senior Business Consultants:

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

6.2.2 Intermediate Business Consultants:

- Participate in the development of an RPA solution;
- Review existing business work processes;
- Analyze existing business processes and identify opportunities for process improvements;
- Assist in the prioritization and assignment of organizational business process improvement;
- Map existing processes and developing and map recommended new processes and changes;
- Make recommendations, provide advice for improvements, assist in the development of solutions and implement the recommendations;
- Collect and analyze information and present findings on complex issues;

- Carry out or coordinate research as required and prepare reports;
- Craft business process improvement documents;
- Define, develop and implement change management strategies and plans;
- Performing Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis;
- Coach/train DND HR employees on new RPA business process;
- Identify and research best practices from other government departments and agencies in the implementation of RPA capability;
- Consult DND stakeholders (individually or by means of facilitating group sessions) to identify comprehensive business requirements;
- Implement and advise on risk mitigating measures;
- Use business, workflow and organizational tools;
- Analyze and define business processes related to both "As Is" and "To Be" status;
- Perform analysis of business processes to recommend the best option to address any concerns, gaps, etc. including the potential risks and benefits;
- Provide input for the development of new processes;
- Develop and implement communication strategies and plans in geographically dispersed branches of ADM(HR-Civ) going through an organizational transformation (change management);
- Develop training strategies and plans and deliver training to DND HR employees;
- Communicate in a clear and concise manner to the appropriate people and in a timely manner; and
- Ensure communications are clearly understood by encouraging and listening to feedback;

6.2.3 Junior Business Consultants:

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

6.3 Programmer/Software Developer

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

6.3.1 Senior Programmer/Software Developer

 Develop and prepare diagrammatic plans for solution of business, scientific and technical problems by means of computer systems of significant size and complexity;

- Analyze the problems outlined by the systems analysts/designers in terms of such factors as style and
 extent of information to be transferred to and from storage units, variety of items to be processed, extent of
 sorting, and format of final printed results;
- Select and incorporate available software programs;
- Design detailed programs, flow charts, and diagrams indicating mathematical computation and sequence
 of machine operations necessary to copy and process data and print the results;
- Translate detailed flow charts into coded machine instructions and confer with technical personnel in planning programs:
- Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel;
- Correct program errors by revising instructions or altering the sequence of operations; and
- Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference.

6.3.2 Intermediate Programmer/Software Developer

- Develop and prepare diagrammatic plans for solution of business, scientific and technical problems by means of computer systems of intermediate size and complexity;
- Analyze the problems outlined by the systems analysts/designers in terms of such factors as style and
 extent of information to be transferred to and from storage units, variety of items to be processed, extent of
 sorting, and format of final printed results;
- Select and incorporate available software programs;
- Design detailed programs, flow charts, and diagrams indicating mathematical computation and sequence of machine operations necessary to copy and process data and print the results;
- Translate detailed flow charts into coded machine instructions and confer with technical personnel in planning programs
- Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel;
- Correct program errors by revising instructions or altering the sequence of operations; and
- Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference.

6.3.3 Junior Programmer/Software Developer

- Develop and prepare diagrammatic plans for solution of business, scientific and technical problems by means of computer systems of small size and complexity;
- Analyze the problems outlined by the systems analysts/designers in terms of such factors as style and
 extent of information to be transferred to and from storage units, variety of items to be processed, extent of
 sorting, and format of final printed results;
- Translate detailed flow charts into coded machine instructions and confer with technical personnel in planning programs;
- Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel;
- Correct program errors by revising instructions or altering the sequence of operations; and
- Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference.

6.4 <u>Technical Architect:</u>

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

7. Deliverables

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

- RPA implementation plan;
- Project management plan consistent with DND / ADM(HR-Civ) framework;
- Project management documentation consistent with ADM(HR-Civ) framework;
- Business process map/work flow for current state;
- Business process map/work flow for future state;
- Cost-Benefit analysis;
- HR Roles and responsibilities documentation for new business process(es);
- Work transition/change management plan;
- Lessons learned;
- Presentations for DND senior executives;
- Communication and training plans; and
- Training materials and documentation in both English and French.

8. Constraints

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

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

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

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

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

The majority of data is entered by HR practitioners but may also include entry by managers throughout the organization. The Contractor may be required to assist with the cleaning and scrubbing of data as there are known data quality issues. Furthermore, DND/CAF is upgrading its HR-to-Pay systems.

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

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

9. Review and Acceptance of Contractor Deliverables

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

10. Meetings

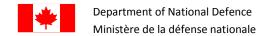
The Contractor must participate in regularly scheduled meetings in person or via telecom. Project management methodology consistent with DND / ADM(HR-Civ) framework is required, including regular project updates.

11. Travel and Living

The Contractor may be required to travel outside of the NCR to complete the work, and must be pre-approved by the Technical Authority. Reimbursement of travel expenses will be in accordance to the National Joint Council Travel Directive. Travel to and within the NCR will not be reimbursed.

12. Location of Work

The majority of the work will be performed at DND Carling campus located at 60 Moodie Drive, Ottawa or at other DND locations within the National Capital Region (NCR).

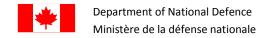


13. Language of Work

Work and deliverables must be conducted and provided in English or French to be specified in each Task Authorization. The resources must be able to communicate orally and in writing in English, French or in both official languages without any assistance and with minimal errors.

14. Applicable References

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



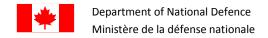
APPENDIX "A" TO ANNEX A - TRANSACTION VOLUMETRICS

Within e-Staffing, 8 unique scenarios were identified and categorized into "long" and "short" scenarios. These scenarios include 3 key stakeholder groups interacting with up to 8 systems / applications. In total, the e-Staffing team of 18-20 HR Assistants and HR Coordinators process approximately 20,000 e-Staffing actions annually.

Below outlines the application, key stakeholders, and different e-Staffing scenarios.

Systems / Applications			
HRMS (PeopleSoft)	InfoPath (SharePoint)		
Phoenix Payroll System (PeopleSoft)	Microsoft Outlook		
Adobe Acrobat	Microsoft Excel		
WebSTAS (Security Clearance System)	Microsoft Word		

Key Stakeholder Groups
Hiring Manager / Staffing Sub-Delegate
Employee
HR Assistant / HR Coordinator



"Short" Scenarios

Process	Annual Volume	Approx. # of steps	Processing Time
Term Extensions	600	100	15-20 mins
Acting < 4 Months	12,000	75	20-30 mins
3 Year Term to Indeterminate	10	100	20-30 mins
Secondments	200	100	20-25 mins
Assignments	450	100	20-25 mins

"Long" Scenarios

Process	Annual Volume	Approx. # of Steps	Processing Time
Casual	4,000	200	60-90 mins
Part Time Exclusions	150	175	60-90 mins
Deployments	1,800	175	60-75 mins

To determine where RPA can be leveraged, and to develop the potential future state, a detailed current state step-by-step process flow was developed for Term Extensions. This scenario involves over 100 steps across 8 applications.

USE THE <u>CURRENT-STATE TERM EXTENSION</u> PROCESS BELOW IN CONJUNCTION WITH THE PROCESS FLOW CHART AT APPENDIX "G" TO ANNEX "A" FOR THE FIRM PRICING REQUIRED IN ATTACHMENT 4.2 TO PART 4 - FINANCIAL PROPOSAL

The text below provides a high level overview of the actions required for the current- state Term Extension.

- 1. MANAGER Identifies a need for a Term Extension for an employee
- 2. **MANAGER -** Completes Term Extension action request form in PeopleSoft and attaches completed Section 34 and Employee Security Clearance
- 3. STAFFING SUB-DELEGATE Approves Term Extension in PeopleSoft
- 4. **EMPLOYEE -** Approves the Term Extension in PeopleSoft
- 5. **HR ASSISTANT -** Verify Term Extension request has been completed accurately (no errors in data entry, extension dates in the future, appropriate approvals)
- 6. HR ASSISTANT Verify employee approval and staffing sub-delegation of authority approval
- 7. HR ASSISTANT Verify attached Section 34 and Security documents are valid and completed accurately
- 8. HR ASSISTANT Verify that data inputted has been propagated to Phoenix and is accurate
- HR ASSISTANT Send email to all relevant stake holders with screenshots confirming completion of HR Action
- 10. HR ASSISTANT Close HR Request in PeopleSoft

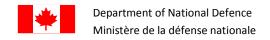
The below text outlines the proposed future state process for e-Staffing Term Extensions:

- 1. RPA BOT Notify manager of Term Employees with contracts ending in 90 days
- 2. **MANAGER -** Completes Term Extension action request form in PeopleSoft and attaches completed Section 34
- 3. STAFFING SUB-DELEGATE Approves Term Extension in PeopleSoft
- 4. **EMPLOYEE -** Approves the Term Extension in PeopleSoft
- 5. **RPA BOT -** Verify Term Extension request has been completed accurately (no errors in data entry, extension dates in the future)
- 6. RPA BOT Verify employee approval and staffing sub-delegation of authority approval
- 7. RPA BOT Verify data and digital signature on Section 34 form have been completed accurately
- 8. RPA BOT Verify security clearance in WebSTAS
- 9. RPA BOT Input Term Extension record into PeopleSoft
- 10. RPA BOT Verify that data inputted has been propagated to Phoenix and is accurate
- 11. RPA BOT Send email to all relevant stake-holders with screenshots confirming completion of HR Action
- 12. RPA BOT Close HR Request in PeopleSoft

Similar future state processes would be implemented for the other e-Staffing actions such as Acting, Deployment, Casual, etc.

In addition to the detailed review of e-Staffing actions, a high-level review of Staffing processes was conducted to assess the feasibility of using RPA to automate portions of the process. The Staffing actions are more complex than e-Staffing actions involving a significant amount of communication between the Staffing Team and Hiring Manager and takes several days to complete, however it was identified that process improvements and cost savings can be achieved through implementation of RPA technology.

Within Staffing actions, 6 scenarios were identified, involving 4 key stakeholder groups interacting with up to 10 systems / applications. In total, the Staffing team of 205 Staffing Advisors and HR Assistants process approximately 6,000 Staffing actions annually. The tables below outline the key stakeholders, applications and the different Staffing scenarios.



Systems / Applications			
HRMS (PeopleSoft)	InfoPath (SharePoint)		
Phoenix Payroll System (PeopleSoft)	Microsoft Outlook		
Adobe Acrobat	Microsoft Excel		
WebSTAS (Security Clearance System)	Microsoft Word		
PSPC's Public Services Resourcing System (PSRS)	National Staffing Log		

Key Stakeholder Groups
Hiring Manager / Staffing Sub-Delegate
Employee / Candidates
HR Assistant / HR Coordinator
Staffing Advisor

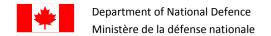
Process	Annual Volume
Acting >4 Months	575
Deployment	1,150
Internal Non-Advertised	1,600
External Non-Advertised	1,200
Internal Advertised	600
External Advertised	950

APPENDIX "B" TO ANNEX A - DND 626 TASK AUTHORIZATION FORM

National Defence	Défense nationale	TASK AUTHORIZATION AUTORISATION DES TÂCHES		
			Contract no N° du	contrat
All invoices	progress claims must show	the reference Contract and Task numbers.		
Toutes	les factures doivent indiquer	les numéros du contrat et de la tâche.	Task no. – N° de la t	àche
Amendment no. – N°	de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur pre	ecédente
To – À				
TBD		TO THE CONTRACTOR		
100		You are requested to supply the following services in a reference contract. Only services included in the contra	ccordance with the term act shall be supplied aga	s of the above ainst this task.
		Please advise the undersigned if the completion date completion	annot be met. Invoices	progress claims
		shall be prepared in accordance with the instructions se	et out in the contract.	
Delivery location – Ex	pédiez à	À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en confo	rmité des termes du co	atrat mentionné
		ci-dessus. Seuls les services mentionnés dans le contr demande.	rat doivent être fournis à	l'appui de cette
		Prière d'aviser le signataire si la livraison ne peut se fai	re dans les délais preso	rite. Lee facturee
		doivent être établies selon les instructions énoncées da	ans le contrat.	nis. Les factures
Delivery/Completion d	late – Date de livraison/d'achèvement			
		Date for the De pour le mir	partment of National Defen nistère de la Défense nation	ce iale
Contract item no. Nº d'article		Services		Cost
du contrat		Gervices		Prix
			GST/HST	
			TPS/TVH	
			Total	
specified in the co	APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC: La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.			
for the Denar	tment of Public Works and Government Serv	rices		
pour le ministère	e des Travaux publics et services gouvernem	entaux		
DND 626 (01-05)			Design: Forms Man. Conception : Gestion	agement 993-4050 des formulaires 993-406

APPENDIX "C" TO ANNEX A - TASKING ASSESSMENT PROCEDURE

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



3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix D to Annex A to determine each proposed resource compliance with the Resource Assessment Criteria.

Once the proposal has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

APPENDIX "D" TO ANNEX A - RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

Resource Minimum Qualifications - Business Consultant - Intermediate

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

Resource Minimum Qualifications - Business Consultant - Junior

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ5	The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience in the last five (5) years from the date of the TA proposal advising senior management (Director level or higher)			

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
	on business processes on business process transformation projects.			
MQ6	The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience in writing or reviewing business documents for business process transformation projects. (e.g. briefing notes, presentations, reports, and assessments)			
MQ7	The Bidder must demonstrate that the proposed resource has obtained, at a minimum, a Bachelor's degree from a recognized* Canadian university or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada*The list of recognized Canadian academic credentials assessment service providers can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: http://www.cicic.ca/indexe.stm			
MQ8	The Bidder must demonstrate that the proposed resource holds a valid security clearance at the security level specified on the draft Task Authorization at time of proposal.			

Resource Minimum Qualification - Project Manager

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ9	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience in the last ten (10) years from the date of the TA proposal advising senior management (Director level or higher) on project management in IM/IT or HR business transformation.			
MQ10	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience writing or reviewing project documentation (e.g. charters, project plans, business case, briefing notes, presentations, risk analysis reports) in IM/IT or HR business transformation.			

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ11	The Bidder must demonstrate that the proposed resource has obtained, at a minimum, a Bachelor's degree from a recognized* Canadian university or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada. *The list of recognized Canadian academic credentials assessment service providers can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: http://www.cicic.ca/indexe.stm .			
MQ12	The Bidder must demonstrate that the proposed resource holds a valid security clearance at the security level specified on the draft Task Authorization at time of proposal.			

Resource Minimum Qualification - Technical Architect

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ13	The Bidder must demonstrate that the proposed resource has experience on a minimum of two projects (2) in the implementation of RPA (Robotic Process Automation solutions, preferably in the HR domain).			
MQ14	The Bidder must demonstrate that the proposed resource holds a valid security clearance at the security level specified on the draft Task Authorization at time of proposal			

Resource Minimum Qualification - Programmer/Software Developer - Senior

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ15	The Bidder must demonstrate that the proposed resource has a minimum of ten (10) years of			

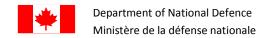
Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
	Application Development experience as a Programmer/Software Developer.			
MQ16	The Bidder must demonstrate that the proposed resource has a minimum of three (3) years of experience working with Robotic Process Automation (RPA).			
MQ17	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience within the last ten (10) from the date of the TA proposal designing, building, testing and documenting Service Oriented Architecture (SOA) integration components.			
MQ18	The Bidder must demonstrate that the proposed resource holds a valid security clearance at the security level specified on the draft Task Authorization at time of proposal.			

Resource Minimum Qualification - Programmer/Software Developer - Intermediate

Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ19	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of Application Development experience as a Programmer/Software Developer.			
MQ20	The Bidder must demonstrate that the proposed resource has a minimum of one (1) year of experience working with Robotic Process Automation (RPA).			
MQ21	The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience within the last five (5) years from the date of the TA proposal designing, building, testing and documenting Service Oriented Architecture (SOA) integration components.			
MQ22	The Bidder must demonstrate that the proposed resource holds a valid security clearance at the security level specified on the draft Task Authorization at time of proposal.			

Resource Minimum Qualification - Programmer/Software Developer - Junior

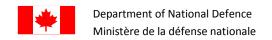
Criteria	Resource Minimum Qualification	Statement of Compliance and Cross Reference to Proposal/Resume	MET	NOT MET
MQ23	The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience working as a Programmer/Software Developer.			
MQ24	The Bidder must demonstrate that the proposed resource has a minimum of one (1) year of experience within the last three (3) from the date of the TA proposal designing, building, testing and documenting Service Oriented Architecture (SOA) integration components.			
MQ25	The Bidder must demonstrate that the proposed resource holds a valid security clearance at the security level specified on the draft Task Authorization at time of proposal.			



APPENDIX "E" TO ANNEX A - CERTIFICATION AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPE	RIENCE
The Contractor certifies that all the information provided for completing the subject work, particularly the information experience and work history, has been verified by the Contractor warrants that every individual capable of performing the Work described in the Task A	ation pertaining to education, achievements, Contractor to be true and accurate. ual proposed by the Contractor for the requirement is
Print name of authorized individual & sign above	Date
2. CERTIFICATION OF AVAILABILITY OF PERSO	ONNEL
The Contractor certifies that, should it be authorized to persons proposed in the quotation will be available to coreasonable time from the date of issuance of the valid TTA Form, and will remain available to perform the work	ommence performance of the work within a Fask Authorization, or within the time specified in the
Print name of authorized individual & sign above	Date
3. CERTIFICATION OF STATUS OF PERSONNE	EL .
If the Contractor has proposed any individual who is not certifies that it has permission from that individual to properformed under this TA and to submit his/her résumé t Contractor must, upon request from the Contracting Autindividual, of the permission that was given to the Contracting autinous may result in a default under the Contract in account of the contract in	opose his/her services in relation to the Work to be to Canada. At any time during the Contract Period the thority, provide the written confirmation, signed by the ractor of his/her availability. Failure to comply with the
Print name of authorized individual & sign above	Date
4. CERTIFICATION OF LANGUAGE - English	
The Contractor certifies that the proposed resource(s) in English. The individual(s) proposed must be able to con assistance and with minimal errors.	n response to this draft Task Authorization is/are fluent in mmunicate orally and in writing in English without any
Print name of authorized individual & sign above	Date



APPENDIX "F" TO ANNEX A – RPA SOFTWARE PRE-REQUISITE INSTALLATION AND CONFIGURATION REQUIREMENTS

Shared Services Canada is the government department responsible for the management of all infrastructure for The Department of National Defence (DND). As such, SSC has identified following pre-requisites for the installation and configuration of the RPA software:

- 1. The application (software) must run on SSC managed infrastructure and not vendor hardware;
- 2. Software must be compatible with Windows 2016+ Server version; and
- 3. Software should be able to be installed on a virtualized infrastructure, e.g. (VMWare)

Detailed Software Requirements (Typical):

1. Server OS

Software - Compatible Versions:

Windows Server

- 2008 R2 SP1
- 2012 R2
- 2016
- 2019

2. Databases

Software - Compatible Versions

SQL Server

- 2008 R2 Standard or Enterprise Edition
- 2012 Standard or Enterprise Edition
- 2014 Standard or Enterprise Edition
- 2016 Standard or Enterprise Edition
- 2017 Standard or Enterprise Edition

Redis Enterprise

• 5.2 - 5.4

Redis (on Linux)

• 3.0.7 - 5.0.4

Redis (on Windows)

• 3.0.504

Redis on Windows is possible but **not recommended**. It has not been updated since July 2016, and it is not supported by either Redis or RedisLabs.

3. Browsers

Software - Compatible Versions

Google Chrome

• 50+

Internet Explorer

11
 The Enterprise Mode needs to be turned off in Internet Explorer. Details on this page.

Microsoft Edge

20+

4. Software Frameworks

Software - Compatible Versions

.NET Framework

4.6.1+

5. Web Servers

Software - Compatible Versions

IIS

- 7.5+
- IIS Modules URL Rewrite
- 2.0+

6. Virtualization Platforms

Note

Any platform that can create a Windows Virtual Machine can be used as well.

Software - Compatible Versions

Citrix XenDesktop

• 7.6+

Oracle VirtualBox

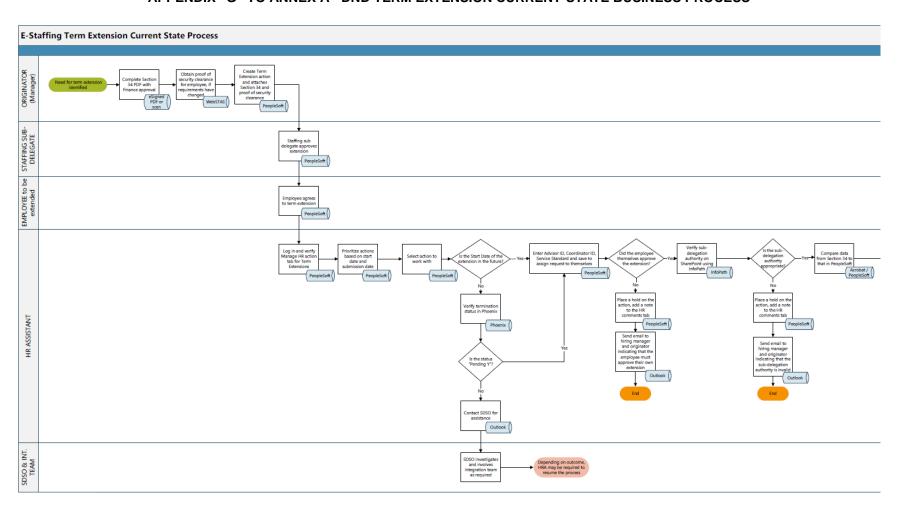
• 5.0+

Microsoft Hyper-V

VMWare

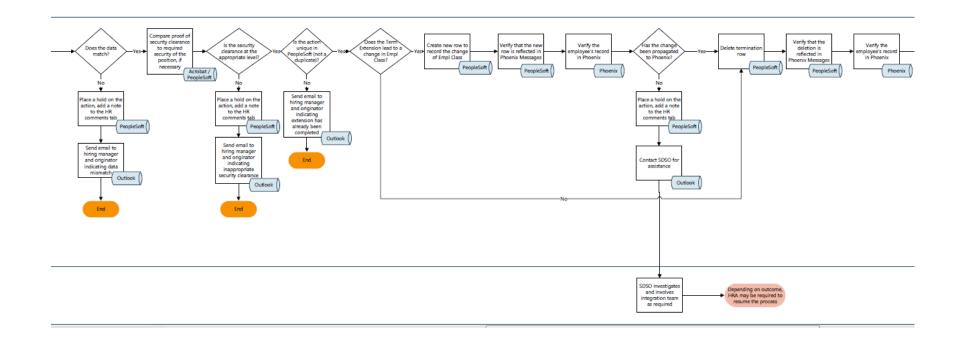
Robotic Process Automation (RPA) Software Solution and professional services

APPENDIX "G" TO ANNEX A - DND TERM EXTENSION CURRENT-STATE BUSINESS PROCESS



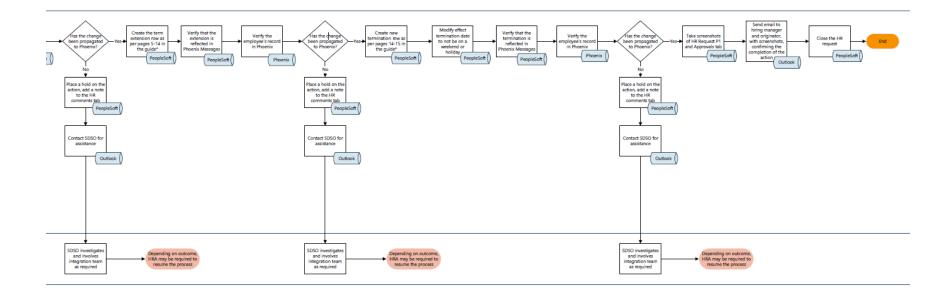
Request for Proposals No. W6369-200130/A

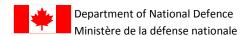
Robotic Process Automation (RPA) Software Solution and professional services



Request for Proposals No. W6369-200130/A

Robotic Process Automation (RPA) Software Solution and professional services

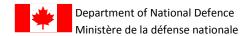




APPENDIX "H" TO ANNEX A - TASK 1 (DRAFT)

*This Draft Task will form part of the contract. The firm price provided in the financial proposal will be inserted under the "Cost/Prix" column of this task.

▼ ■ Defence	nationale	AUTORISATION DES TÂCHES		
l		the reference Contract and Task numbers. W6369-200130 Task no. – N° de la t 1		
Amendment no N°	de la modification	Increase/Decrease - Augmentation/Réduction Previous value - Weur pri	scédente	
To – Å Delivery location – Ex		TO THE CONTRACTOR You are requested to supply the following services in accordance with the term reference contract. Only services included in the contract shall be supplied ag Please advise the undersigned if the completion date cannot be met. Invoices shall be prepared in accordance with the instructions set out in the contract. A L'ENTREPRENEUR Vous êtes prié de fournir les services sulvants en conformité des termes du co chéesaus. Seuls les services mentionnés dans le contrat doivent être fournis si demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais preso doivent être établies selon les instructions énoncées dans le contrat.	ainst this task. /progress claims nitat mentionné à l'appui de cette	
	tiste – Date de livraison/d'achèvement	Date for the Department of National Defer pour le ministère de la Défense nation	ice tale	
Contract Item no. Nº d'article du contrat		Services	Cost Prix	
1.	V° d'article Services			
		GST/HST TPS/TVH		
		Total		
specified in the co NE 8'APPLIQUE supérieure au seu	intract. GU'AUX CONTRATS DE TPSGC : Le di précisé dans le contrat.	Contract Authority signature is required when the total value of the DND 626 excee a signature de l'autorité contractante est requise lorsque la valeur totale du formulo		
for the Department of Public Works and Government Services				



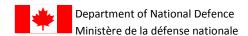
ANNEX "B" - LIST OF DELIVERABLES AND PRICING

1.0 Work performed under Task Authorization 1: \$(insert rate at contract award)

2.0 Professional Services

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

Category	Level of Expertise	All-Inclusive Fixed Daily Rate (<u>per Resource</u>)				
Initial Contract Period: from date of contract to 31 March 2022 (estimated)						
Project Management Consultant		\$(insert rate at contract award)				
Business Consultant	Senior	\$(insert rate at contract award)				
Business Consultant	Intermediate	\$(insert rate at contract award)				
Business Consultant	Junior	\$(insert rate at contract award)				
Programmer/Software Developer	Senior	\$(insert rate at contract award)				
Programmer/Software Developer	Intermediate	\$(insert rate at contract award)				
Programmer/Software Developer	Junior	\$(insert rate at contract award)				
Technical Architect		\$(insert rate at contract award)				
Extended Contract Period 1 2023 (estimated)	(If Option is Exer	cised): from 01 April 2022 to 31 March				
Project Management Consultant		\$(insert rate at contract award)				
Business Consultant	Senior	\$(insert rate at contract award)				
Business Consultant	Intermediate	\$(insert rate at contract award)				
Business Consultant	Junior	\$(insert rate at contract award)				
Programmer/Software Developer	Senior	\$(insert rate at contract award)				
Programmer/Software Developer	Intermediate	\$(insert rate at contract award)				
Programmer/Software Developer	Junior	\$(insert rate at contract award)				
Technical Architect		\$(insert rate at contract award)				
Extended Contract Period 2 (If Option is Exercised): from 01 April 2023 to 31 March 2024 (estimated)						
Project Management Consultant		\$(insert rate at contract award)				
Business Consultant	Senior	\$(insert rate at contract award)				
Business Consultant	Intermediate	\$(insert rate at contract award)				
Business Consultant	Junior	\$(insert rate at contract award)				
Programmer/Software Developer	Senior	\$(insert rate at contract award)				



Category	Level of Expertise	All-Inclusive Fixed Daily Rate (<u>per Resource</u>)
Programmer/Software Developer	Intermediate	\$(insert rate at contract award)
Programmer/Software Developer	Junior	\$(insert rate at contract award)
Technical Architect		\$(insert rate at contract award)

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

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

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

Total Estimated Cost of Professional Fees

Initial Contract Period: \$	(insert amount at contract awai	rd)
Extended Contract Period 1 (If O	ption is Exercised): \$	(insert amount at contract award)
Extended Contract Period 2 (If O	ption is Exercised): \$	(insert amount at contract award)

3.0 Software, Maintenance and Support

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

A	В	С	D	E
Description	Type and Quantity of Licenses Required	Unit of Issue	Firm Unit Price (Taxes Excluded)	Total All- Inclusive Firm Rate
				BxD
Initial Contract Period: from date of contract	to 31 March 2022 (estim	nated)		
RPA software solution				\$(insert rate at
				contract
		ea		award)
Annual Maintenance and support for RPA				\$(insert rate at
software solution				contract
				award)
Extended Contract Period 1 (If Option is Ex	ercised): from 01 April :	2022 to 31	March 2023 (e	stimated)
RPA software solution				\$(insert rate at
IN A Software Solution				contract
				award)
Annual Maintenance and support for RPA				\$(insert rate at
software solution				contract
Software Solution				award)

Α	В	С	D	E
Description	Type and Quantity of Licenses Required	Unit of Issue	Firm Unit Price (Taxes Excluded)	Total All- Inclusive Firm Rate
				BxD
Extended Contract Period 2 (If Option is Ex	ercised): from 01 April 2	2023 to 31	March 2024 (e	stimated)
RPA software solution				\$(insert rate at contract award)
Annual Maintenance and support for RPA software solution				\$(insert rate at contract award)

Total Estimated Cost of Software, Maintenance and Support

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

4.0 Cost Reimbursable Expenses

4.1 Authorized travel and living expenses for Work

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

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

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

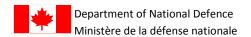
The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

4.2 Total Estimated Cost of Authorized Travel and Living Expenses

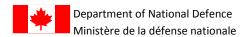
Initial Contract Period: \$ (insert amount at contract awar	d)
Extended Contract Period 1 (If Option is Exercised): \$	(insert amount at contract award)
Extended Contract Period 2 (If Option is Exercised): \$	_ (insert amount at contract award)
5.0 Total Estimated Cost	
Initial Contract Period: \$ (insert amount at contract	t award)
Extended Contract Period 1 (If Option is Exercised): \$	_ (insert amount at contract award)
Extended Contract Period 2 (If Option is Exercised): \$	(insert amount at contract award)

ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

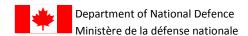
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	LIS		ECURITY REQUI				.) CURITÉ (LVERS)			
ART A - CONTRACT INFO Originating Government D Ministère ou organisme g)epartr	ment or Organization		ONTRACTU	JELLE	2. Branch o	r Directorate / Direction gênê	rale ou Di	ection	_
. a) Subcontract Number /			us-traitance	3. b) Name	and Addres	s of Subcor	tractor / Nom et adresse du s	ous-traitar	nt	
. Brief Description of Work	/ Brève	e description du tra	wail							
i. a) Will the supplier requir						_		N:		7 Y
Le fournisseur aura-t-il				ta subject to	the provision	ons of the Te	chnical Data Control	L N		10 7
Regulations? Le fournisseur aura-t-il sur le contrôle des don	accès inées t	à des données te echniques?	chniques militaires i	,			ux dispositions du Règlement	✓ N		
i. Indicate the type of acce					COIFIED :-					-
a) Will the supplier and its Le fournisseur ainsi qu (Specify the level of ac (Préciser le niveau d'a	e les e cess u	mployés auront-ils sing the chart in Q	accès à des rense uestion 7. c)	ignements o	u à des bier		assets? ÉS et/ou CLASSIFIÉS?	No.	on ✓] ₀
 b) Will the supplier and it PROTECTED and/or (Le fournisseur et ses e 	employemploye	oyees (e.g. cleane IFIED information és (p. ex. nettoyeu	rs, maintenance per or assets is permitte rs, personnel d'entr	rsonnel) requed. retien) auron	uire access t-ils accès à		access areas? No access to d'accès restreintes? L'accès		on _	Y
à des renseignements 5. c) Is this a commercial co S'agit-il d'un contrat de	urier o	r delivery requiren	ent with no overnig	ght storage?		?		✓ N] }
		on that the supplier			iquer le type	d'information	on auquel le fournisseur devra		ès	_
Canad				O / OTAN			Foreign / Étrange	r 📗		
 b) Release restrictions / i No release restrictions 	Restric	tions relatives a la	diffusion All NATO countri	es			No release restrictions			_
Aucune restriction relative à la diffusion	✓		Tous les pays de	POTAN			Aucune restriction relative à la diffusion			
Not releasable Å ne pas diffuser										
Restricted to: / Limité à :	Г	7	Restricted to: / Li	imité à :			Restricted to: / Limité à :			
Specify country(ies): / Pré	ciser le	e(s) pays :	Specify country(i		er le(s) pays	3:	Specify country(ies): / Préci	ser le(s) p	ays:	
7. c) Level of information / f	liveau	dinformation								
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Government Gouvernement du Canada			act Number / Numéro d 269 - 200 assification / Classificat UNCLASSIFIED	
PART A (continued) I PARTIE A (suite) 8. Will the supplier require access to PROTECTED a Le fournisseur aura-t-il accès à des renseignemen If Yes, indicate the level of sansitivity: Dans l'affirmative, indiquer le niveau de sensibilité 9. Will the supplier require access to extremély sens Le fournisseur aura-t-il accès à des renseignemen Short Title(s) of material / Titre(s) abrégé(s) du ma	ts ou à des biens COMSEC : tive INFOSEC Information of ts ou à des biens INFOSEC	désignés PROTÉGÉS el/ou prassets?		No Yes No Oui
Document Number / Numéro du document : PART B - PERSONNEL (SUPPLIER) / PARTIE B -		EUR)		
 a) Personnel security screening level required / N 	iveau de contrôle de la séc	urité du personnel requis		
RELIABILITY STATUS COTE DE FIABILITÉ	✓ CONFIDENTIAL CONFIDENTIEL	✓ SECRET SECRET		SECRET S SECRET
TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIA NATO CONFIDENTIA			MIC TOP SECRET MIC TRÊS SECRET
SITE ACCESS ACCÉS AUX EMPLACEMENTS				
Special comments: Commentaires spéciaux :	¥			
NOTE: If multiple levels of screening: REMARQUE: Sir plusieurs niveaux d 10. b) May unscreened personnel be used for portior Du personnel sans autorisation sécuritaire peu If Yes, will unscreened personnel be escorted' Dans l'affirmative, le personnel en question se	le contrôle de sécurité sont is of the work? It-il se voir confier des parti	requis, un guide de classific		étre fourni. V No Yes Non Oui Value V Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C INFORMATION / ASSETS / RENSEIGNEMEN		ION (FOURNISSEUR)		
11. a) Will the supplier be required to receive and sto premises? Le fournisseur sera-t-il tenu de recevoir et d'er CLASSIFIÈS?				No Ves
 b) Will the supplier be required to safeguard CON Le fournisseur sera-t-il tenu de protèger des re 	ISEC information or assets inseignements ou des bien	? s COMSEC?		Ves Non
PRODUCTION				D.
c) Will the production (manufacture, and/or repair at occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à et/ou CLASSIFIÉ?				No Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SU	PPORT RELATIF À LA TEC	CHNOLOGIE DE L'INFORMA	TION (TI)	
d) Will the supplier be required to use its IT systems information or data? Le fournisseur sera-t-ll tenu d'utiliser ses propres renseignements ou des données PROTEGES e	systèmes informatiques po			No Ves Non Ves Oui
Will there be an electronic link between the supp Disposera-I-on d'un lien électronique entre le sys gouvernementale?	ier's IT systems and the gov stême informatique du fourni	ernment department or agenc sseur et celul du ministère ou	oy? de l'agence	No Yes Non Oui
TBS/SCT 350-103(2004/12)		Classification de sécurité SSIFIED		Canadä



								COMMON								
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ATTACHMENT "3.1" to PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

ELECTRONIC PAYMENT INSTRUMENTS

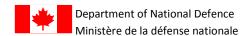
As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

TI D'II () ()					`
The Bidder accepts to be	paid by anv	/ of the following	Electronic Pay	yment Instrument(S):

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

ATTACHMENT "3.2" to PART 3 BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for	Name
evaluation purposes (e.g., clarifications)	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN)	
[see the Standard Instructions 2003]	
Jurisdiction of Contract: Province in Canada the	
bidder wishes to be the legal jurisdiction applicable	
to	
any resulting contract (if other than as specified in solicitation)	
Security Clearance Level of Bidder	
[include both the level and the date it was granted]	
On behalf of the bidder, by signing below, I confirm the	
documents incorporated by reference into the bid sol	
	neet all the mandatory requirements described in the
bid solicitation; . This bid is valid for the period requested in the bid s	olicitation:
. All the information provided in the bid is complete, to	
. If the bidder is awarded a contract, it will accept all t	
contract clauses included in the bid solicitation.	
Signature of Authorized Representative of	
Bidder	



ATTACHMENT "3.3" to PART 3 – Supply Chain Security Information (SCSI) SUBMISSION FORM

Section A - Form Cover

PROCUREMENT NAME:	
SOLICITATION #:	
BIDDER NAME:	

Supply Chain Security Information SUBMISSION FORM

Section B – Ownership Information

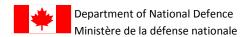
OEM/Reseller name	OEM/Reseller DUNS Number	Ownership	Investors	Executives	Corporate website link
OEM ("Supplier"					
for VCPV)					
Reseller 1					
Reseller 2					
Reseller 3					
	_			_	_

Section C - IT Product List

OEM Name	Product Code	Model /Version	Product URL	Vulnerability Information	ADDITIONAL INFORMATION (If Available, Part Number)

Section D – Example Ownership Information

OEM/Reseller name	OEM/Reseller DUNS Number	Ownership	Investors	Executives	Corporate website link
newkid software	137660665				newkid.com/profiles/mra
newkid software		Mr. A (60%)			newkid.com/profiles/msb
newkid software		Ms. B (30 %)			newkid.com/profiles/mrc
newkid software		Mr. C (10%)			newkid.com/profiles/mrd
newkid software			Company A (10%)		newkid.com/investor_relations/filings
newkid software			Company B (9%)		newkid.com/investor_relations/filings
newkid software			Company C (8%)		newkid.com/investor_relations/filings
newkid software			Company D (5%)		newkid.com/investor_relations/filings
newkid software			Company E (5%)		newkid.com/investor_relations/filings
newkid software				Mr. A	newkid.com/profiles/mra
newkid software				Ms. B	newkid.com/profiles/msb



newkid			
software		Mr. Q	newkid.com/profiles/mrq

Section E – Example IT Product List

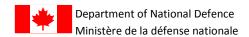
OEM Name	Product Code	Model / Version	Product URL	Vulnerability Information	ADDITIONAL INFORMATION	Example Type
OEM A	1941	К9	https://www.oema. com/c/en/us/produ cts/routers/series1/ data_sheet.html	CVE-2018-XXXXX; CVE-2018-YYYYY; CVE-2018-XXXXX; CVE-2017-WWWW		PISA Example
OEM B	1941	K9	https://www.oemb. com/c/en/us/produ cts/routers/data_sh eet.html	CVE-2018-XXXXX; CVE-2018-YYYYY; CVE-2018-XXXXX; CVE-2017-WWWWW		ROC / Single Procurement Example

Section F - Help

Field	Guide	Notes
OEM Name	Enter the name of the original equipment manufacturer (OEM) of the product that is being ordered.	Only products that qualify for supply chain integrity assessments should be included in this list. Power cables, rack blanking panels, warranty costs, shipping costs, and similar other non-ICT items should not be included. If these products are found in this form, it will be sent back as incorrect and no assessment will be performed. This should follow the "Product" definition of "hardware (or software) that operates at the data link layer of the Open Systems Interconnection model (OSI Model) Layer 2 and above; any software; and any Workplace Technology Device;"



OEM DUNS Number	Enter the DUNS number of the OEM. The Data Universal Numbering System (DUNS) is a unique nine-digit number assigned to each physical location of a businesses. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "D - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.	
Supplier Name	Enter the name of the supplier, or distributor, of the product that is being ordered. For PISA, NMSO, or similar lists, this field may be left blank.	
Supplier URL	Enter the URL of the supplier's webpage for the product. For PISA, NMSO, or similar lists, this field may be left blank.	
Supplier DUNS Number	Enter the DUNS number of the supplier. See "OEM DUNS Number" for information. For PISA, NMSO, or similar lists, this field may be left blank.	
Product Code	Enter the OEM's name for the product.	
Model Number	Enter the OEM's model and/or version number of the product.	
Product URL	Enter the URL of the OEM's webpage for the product.	
Vulnerability Information	Enter information concerning the last 5 security issues that were reported about the product. If the manufacturer posts this information to the CVE website, list the CVE numbers seperated by semi-colons (;). If not, you may need to ask the manufacturer directly for security vulnerability information and provide this information to the Canadian Centre for Cyber Security.	



ATTACHMENT "4.1" to PART 4 - BID EVALUATION CRITERIA

1. MANDATORY CRITERIA

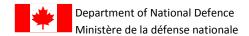
Item	Mandatory Requirements	Bid preparation Instructions
M1	Corporate Experience The Bidder must clearly demonstrate its experience having developed and implemented robotic process automation (RPA) solutions in Human Resources (HR) production environments through at least two (2) contracts* within the last 60 months from date of bid closing.	The Bidder must provide the following for each contract: Name of the client organization; A brief description of the RPA implementation contract including scope, contract value, deliverables, objectives
	Both contracts must have been with either a Government entity (federal, provincial, state or municipal) or large private corporation in which their employees are subject to various job classifications and pay rates. *Large private corporation is defined as having a minimum of 10,000 employees.	 achieved The implementation plan for one of the two contracts. Start and end date of the contract Client reference – provide employee name, title and telephone number and/or email address of the client's project and/or technical authority.
M2	Project Leadership Team The bidder must propose a team of 2 Senior Business Consultants and demonstrate that each proposed resource has a minimum of ten (10) years' experience in the last fifteen (15) years from date of bid closing in the role of Senior Business Consultant. The proposed team must have a combined experience working on: • 3 projects completed in the area of Human Resources Transformation; • 2 implementation projects completed in the area of Robotic Process Automation; and • 3 projects completed in the area of Analytics.	The necessary documentation to support the bid in meeting this criterion must include a detailed résumé for the proposed resources, providing completed details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained.
Software		
M3	The bidder must demonstrate that: The proposed solution includes all software components and licenses required to run a Robotic Process Automation (RPA) system.	
M4	The proposed solution provides a graphic user interface (GUI) adapter layer between the native GUI and the Robotic Process Automation so that their logic can function independently. The	

	solution must NOT reference or be dependent on pixel location for Bot functionality	
M5	The proposed solution interacts with data from at least MS Excel, MS Word, MS Outlook, GUI, text, and mainframe screens.	
M6	The proposed solution supports the manipulation of mouse and keyboard actions in the automation processes.	
M7	The proposed solution be compatible with SAP, Microsoft Excel, MS Outlook, MS Exchange Server without the need of further customization (without changes to the interface beyond the presentation layer that involve coding or customization).	
M8	The proposed solution supports the Enterprise browser standard – Edge or Internet Explorer (version 11 or later) without degradation in functionality.	
M9	The proposed solution provides multiple levels of support (online help, comprehensive user guide, extended support) to ensure the system can be supported without ongoing professional services from the vendor.	
M10	The proposed solution does not interfere with the operation of any Anti-Virus, Anti-Malware or Host Intrusion Detection systems on a host computer.	
M11	The proposed solution does not store information gathered from an application longer than the duration of the robotic automated business process.	
M12	The proposed solution supports the packaging and the re-usability of the scripts, configuration and fully supports the development of the automation process in one environment and a seamless deployment to another environment.	
M13	The proposed solution has Attended and Unattended capabilities as well as allowing a hybrid automation enabling robots to run on user desktops (Attended) with human interaction and/or on servers (Unattended) without human interaction.	
M14	The proposed solution is capable of dynamically up-scaling and down-scaling robots in simultaneous operations.	
M15	The proposed solution has automation capabilities for non-technical users who do not have programming knowledge. The bidder must explain what features are available for building workflow that will allow easy-of-use e.g. Drag & Drop, visual process modelling.	
M16	The proposed solution provides audit and reporting capabilities in a centralized view.	
M17	The proposed solution includes pre-built activities / actions out-of-the-box that can be used to build processes without extensive development or customization. The bidder should indicate the number of activities and the complexity levels of each.	
M18	The proposed solution allows for multi-tenancy as well as the ability to partition bots by environment.	
M19	The proposed solution supports the development and the automated text scripts using recorders and wizards.	
M20	The proposed solution supports the separation of duties between environments and supports multiple environments including (at a minimum) production, non-production (test / dev) and disaster recovery and high availability.	

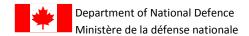
M21	The proposed solution allows re-usability of built workflows and	
	automations that are housed in a centralized repository to	
	ultimately be available for simplified scaled deployments.	
M22	The proposed solution will integrate with the PeopleSoft HR	
	system at version 8.9 or higher.	

2. POINT RATED CRITERIA

Item	Rated Requirement	Scoring Method	Max Score	Bid preparation Instructions
R1	The Bidder should demonstrate it has implemented Robotics Process Automation solutions at an enterprise level to a large organization* in which their employees are subject to multiple job classifications and pay rates. The projects must be different than those provided in M1. *Large organization is defined as having a minimum of 10,000 employees	5 points per project to a maximum of 8 projects	Maximum 40 points	The Bidder must provide the following for each contract proposed: Name of the client organization; A brief description of the RPA implementation contract, including scope, contract value, deliverables, objectives to be achieved and the results/outcome of the contract Start and end date of the contract Client reference – provide employee name, title and telephone number and/or email address of the client's project and/or technical authority



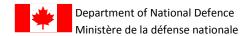
Do	The Bidder should	Demonstrated	Maximum 30 points	The Bidder must
R2	demonstrate its experience	experience = 30	waxiiiuiii 30 poiiits	provide the following
	having developed and	points,		for each contract
	implemented a Robotics	pointo,		proposed:
	Process Automation solution,	No demonstrated		p.oposou.
	in a lead role, for a large	experience = 0		Name of entity
	Public Sector client which	points		having
	included transformation of			developed and
	business processes and			implemented the
	improved outcomes.			RPA solution;
				 Name of the
	* Large Public Sector is defined			client
	as having a minimum of 10,000			organization;
	employees			A brief
				description of
				the RPA
				implementation
				contract,
				including scope, contract value,
				deliverables,
				objectives to be
				achieved and
				the
				results/outcome
				of the contract
				Start and end
				date of the
				contract
				Client reference –
				provide employee
				name, title and
				telephone number
				and/or email
				address of the
				client's project and/or technical
				authority
R3	The Bidder should	5 points per	Maximum 15 points	The Bidder must
110	demonstrate that their parent	project up to a		provide the following
	company or affiliates have	maximum of 3		for each contract
	developed and implemented	projects		proposed:
	Robotics Process			
	Automation solutions at an			 Name of entity
	enterprise level to a large			having
	organization* in which their			developed and
	employees are subject to			implemented the
	multiple job classifications			RPA solution;
	and pay rates.			Name of the
	The projects must be			client
	different than those provided			organization; • A brief
	in M1 and R1.			A brief description of
		l		นะระกษุแบบ บเ



	*Large organization is defined as having a minimum of 10,000 employees			the RPA implementation contract, including scope, contract value, deliverables, objectives to be achieved and the results/outcome of the contract • Start and end date of the contract • Client reference – provide employee name, title and telephone number and/or email address of the client's project and/or technical authority.
R4	Project Leadership Team – Knowledge of the environment The proposed team of 2 Senior Business Consultants should demonstrate their combined experience having developed and implemented RPA solutions. The projects must be different than those provided in M2.	5 points per project to a maximum of 5 projects	Maximum 25 points	The Bidder must provide the following for each projects: Name of the client organization; A brief description of the contract, including scope, contract value, deliverables, objectives to be achieved and the results/outcome of the contract Start and end date of the contract Client reference – provide employee name, title and telephone number and/or

R5	The proposed team of 2 Senior Business Consultants should demonstrate their combined experience having developed and implemented HR transformation projects in a large organization*. HR Transformation should include:	5 points per project to a maximum of 4 projects	Maximum 20 points	email address of the client's project and/or technical authority The Bidder must provide the following for each projects: Name of the client organization; A brief description of the contract, including scope, contract value, deliverables, objectives to be achieved and the results/outcome of the contract Start and end date of the contract Client reference – provide employee name, title and telephone number and/or email address of the client's project and/or technical authority.
R6	The proposed team of 2 Senior Business Consultants should demonstrate their combined experience having developed and implemented analytics projects. The projects must be different than those provided in M2.	5 points per project to a maximum of 4 projects	Maximum 20 points	The Bidder must provide the following for each projects: Name of the client organization; A brief description of the contract, including scope, contract value, deliverables,

				objectives to be achieved and the results/outcome of the contract • Demonstrated experience developing analytics solutions using analytics applications such as Power BI, SAP BOBJ, Tableau • Start and end date of the contract • Client reference – provide employee name, title and telephone number and/or email address of the client's project and/or technical authority
R7	The Bidder should demonstrate that the proposed solution includes both English and French user interfaces. Total maximum 160 points	10 points - If Bidder has EN/FR interfaces at bid closing; 0 points – if Bidder does NOT have EN/FR interfaces as bid closing.	Maximum 10 points	The necessary documentation to support the bid in meeting this criterion should be included.



ATTACHMENT "4.2" to PART 4 - FINANCIAL PROPOSAL

1.	Work to be performed under draft Task Authorization no 1 per Appendix H to Annex A (see information
	contained Appendices A and G to Annex A to determine Firm Pricing) \$

2. Professional Services:

Category	Level of Expertise	All-Inclusive Fixed Daily Rate (per Resource)			
Initial Contract Period: from date of	contract to 31 Marc	ch 2022 (estimated)			
Project Management Consultant					
Business Consultant	Senior				
Business Consultant	Intermediate				
Business Consultant	Junior				
Programmer/Software Developer	Senior				
Programmer/Software Developer	Intermediate				
Programmer/Software Developer	Junior				
Technical Architect Extended Contract Period 1 (If Opt					
(estimated) Project Management Consultant					
Business Consultant	Senior				
Business Consultant	Intermediate				
Business Consultant	Junior				
Programmer/Software Developer	Senior				
Programmer/Software Developer	Intermediate				
Programmer/Software Developer	Junior				
Technical Architect					
Extended Contract Period 2 (If Option is Exercised): from 01 April 2023 to 31 March 2024 (estimated)					
Project Management Consultant					
Business Consultant	Senior				
Business Consultant	Intermediate				
Business Consultant	Junior				
Programmer/Software Developer	Senior				
Programmer/Software Developer	Intermediate				
Programmer/Software Developer	Junior				
Technical Architect					

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

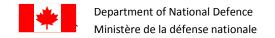
(Hours worked x applicable firm all-inclusive per diem rate) ÷ 7.5 hours

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

3. Software, Maintenance and Support

	A	В	С	D
Item No.	Description	Unit	Price per Unit	Bid Price
				BXC
	Initial Contract Period Year 1:			
1.	RPA Software solution for Phase 2 –Implementation of estaffing processes per Appendix A to Annex A – Transaction Volumetrics.	Bidders are to provide a price based		
	The RPA Software Solution must include all required components and peripheral software and/or hardware.	on their own licensing models		
	The price must include annual maintenance and support for the first year once licences have been deployed.			
	Initial Contract Period Year 2:			
2.	Additional RPA Software solution. The RPA Software Solution must include all required components and peripheral software and/or hardware.	Bidders are to provide a price based on their own licensing models		
3.	Annual Maintenance and support			
0.	Option Period 1			
4.	Additional RPA Software solution The RPA Software Solution must include all required components and peripheral software and/or hardware.	Bidders are to provide a price based on their own licensing models		
5.	Annual Maintenance and support			
6	Option Period 2	Diddors ors		
6.	Additional RPA Software solution The RPA Software Solution must include all required components and peripheral software and/or hardware.	Bidders are to provide a price based on their own licensing models		
7.	Annual Maintenance and support			

Name of software	Version #



ATTACHMENT "4.3" to PART 4 - SUPPLY CHAIN SECURITY INFORMATION (SCSI) ASSESSMENT PROCESS

A1. Condition of Contract Award

In order to be awarded a contract, the Bidder must complete the Supply Chain Security Information (SCSI) assessment process and not be disqualified.

A1.1. Definitions

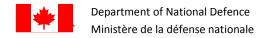
The following words and expressions used with respect to Supply Chain Integrity assessment have the following meanings:

- a) "Product" means any hardware that operates at the data link layer of the Open Systems Interconnection Model OSI Model (Layer 2) and above; any software; and any Workplace Technology Devices;
- b) "Workplace Technology Device" means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
- c) "Product Manufacturer" means the entity that assembles the component parts to manufacture the final Product;
- d) "Software Publisher" means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
- e) "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any resulting contract; and
- f) "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract.

A1.2. Bid Submission Requirements (Mandatory at Bid Closing)

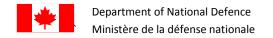
Bidders must submit with their bids, by the closing date, the following:

- (A) **Ownership Information** for the Bidder and each of the Original Equipment Manufacturers (OEMs) selected by the bidder and subcontractors including::
 - (1) Provide their Dunn & Bradstreet number, or:
 - (I) Investors/Shareholders Information:
 - (i) For privately owned companies, the Bidder must provide a list of all its shareholders. If the company is a subsidiary, this information must be provided for all parent corporations.



- (ii) For publicly traded companies, the Bidder must provide a list of those shareholders who hold at least 1% of the voting shares;
- (iii) Further information about other shareholders must be provided if requested by Canada;
- (II) C-Suite
- (III) Board of Directors
- (2) Corporate Website link
- (B) **IT Product List**: Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
 - (1) **OEM**: identify the name of the Original Equipment Manufacturer.
 - (2) **Product Code**: Enter the OEM's code for the product.
 - (3) **Product Family or Product Model Name/Number**: identify the advertised family or name/number of the Product assigned to it by the OEM;
 - (4) **Product Website Link**: A URL to the product family on the vendor's website, or a URL to the vendor's specific model and version.

Vulnerability Information: If the company participates in the Common Vulnerability Enumeration (CVE) disclosure process, provide the 5 most recent CVE identifiers in a semi-colon (;) separated list. If the company has alternative methods to report security vulnerabilities to customers, the 5 more recent adviSOWies / bulletins from the vendor, related to the Model / Version in question, must be provided. Submitting the information set out above is mandatory. Canada requests that bidders provide the IT Product List information by using the SCSI Submission Form, but the form in which the information is submitted is not itself mandatory. Canada also requests that, on each page, bidders indicate their legal name and insert a page number as well as the total number of pages. Canada further requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Finally, Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).

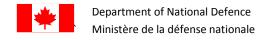


A2. ASSESSMENT OF SUPPLY CHAIN SECURITY INFORMATION:

A2.1. Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.

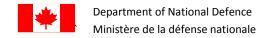
In conducting its assessment:

- a) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 FGWD (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid submission being disqualified.
- b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid submission or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- **A2.2.** If, in Canada's opinion, there is a possibility that any aspect of the Supply Chain Security Information, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
 - c) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.
 - d) The notice will provide the Bidder with a minimum of 3 opportunities to submit revised SCSI in order to address Canada's concerns. The first revised SCSI must be submitted within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the first revised SCSI submitted after bid closing, the second revised SCSI must be submitted within 5 calendar days (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the second revised SCSI submitted after bid closing, the third revised SCSI must be submitted within 3 calendar days (or a longer period specified in writing by the Contracting Authority). With respect to the revised SCSI submitted each time, the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid, but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSI. Each time the Bidder submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:
 - (1) If, in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph (a) above. If, in Canada's opinion, the third



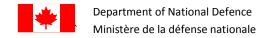
post-bid-closing revised SCSI submission still raises concerns, any further opportunities to revise the SCSI will be entirely at the discretion of Canada and the bid may be disqualified by Canada at any time.

- (2) If the bid is not disqualified as a result of the assessment of the SCSI (as revised in accordance with the process set out above), after receiving the final revised SCSI, Canada will assess the impact of the collective revisions on the technical bid and certifications to determine whether they affect:
 - (I) the Bidder's compliance with the mandatory requirements of the solicitation;
 - (II) the Bidder's score under the rated requirements of the solicitation, if any; or
 - (III) the Bidder's ranking vis-à-vis other bidders in accordance with the evaluation process described in the solicitation.
- (3) If Canada determines that the Bidder remains compliant and that its ranking vis-à-vis other bidders has been unaffected by the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Contracting Authority will recommend the top-ranked bid for contract award, subject to the provisions of the bid solicitation.
- (4) If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is either no longer compliant or is no longer the top-ranked bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the assessment of the SCSI submitted at bid closing, and to the assessment of any revised SCSI submitted after bid closing in accordance with the above provisions.
- **A2.3.** By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:
 - e) satisfactory assessment does not mean that the same or similar SCSI will be assessed in the same way for future requirements; and during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.
- **A2.4.** By submitting its SCSI, and in consideration of the opportunity to participate in this process, the Bidder agrees to the terms of the following non-disclosure agreement (the "Non-Disclosure Agreement"):
 - f) The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada's assessment of the Bidder's Supply Chain Security Information (the "Sensitive Information") including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada's concerns.
 - g) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.



- h) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information as well as a security clearance commensurate with the level of Sensitive Information being accessed, without first receiving the written consent of the Contracting Authority.
- i) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by this Sub-article, accesses the Sensitive Information at any time.
- j) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.

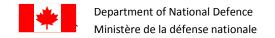
This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel (i.e., Sensitive Information that is known, but not limited to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.



ATTACHMENT "5.1" to PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

	e bid non-responsive or constitute a default under the Contract.
	r information on the Federal Contractors Program for Employment Equity visit Employment and velopment Canada (ESDC) – Labour's website.
Date: date.)	(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
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.
	The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u> .
	The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The E	Bidder has a combined workforce in Canada of 100 or more employees; and
() .	A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
	A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
B. Check	only one of the following:
() B1.	The Bidder is not a Joint Venture.
OR	
) (The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Attachment 5.1 Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



ATTACHMENT "5.2" to PART 5 – JOINT VENTURE CERTIFICATION

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

The Bidder represents and warrants the following:

•	•		
"contractual joint ventur contract in which they h property, knowledge, sk	a contractual joint venture in acce" is an association of two or mo ave set out the terms under whickills, time or other resources in a ving some degree of control over	re parties who have entered int th they have agreed to combine joint business enterprise, shari	o a written e their money,
(b) The name of the join	nt venture is:	(if applicable).	
	contractual joint venture are (the of the joint venture, as necessary		
	ers (BN) of each member of the radditional BNs, as necessary):		
(e) The effective date of	formation of the joint venture is:		
(f) Each member of the	joint venture has appointed and	•	and the second second
	(the "Lead Member") to act or ng documentation relating to the to Contract Amendments and Ta		
	n effect as of the date of bid sub fication must be signed by each		
any exercised option pe	fication shall be effective through eriod, if exercised. The CRA has existence of the contractual joint v	the right to request documentat	
Signature of an authoriz	zed representative of each memb	per of the joint venture	
(the Bidder is to add sig	natory lines as necessary):		
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date