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**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Informatics Professional Services Division/Division des  
services professionnels en informatique

Terrasses de la Chaudière 4th Floor

10 Wellington Street

Gatineau

Quebec

K1A0S5

<b>Title - Sujet</b> Informatics professional resources	
<b>Solicitation No. - N° de l'invitation</b> W6369-19X061/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W6369-19-X061	<b>Date</b> 2020-02-05
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$IPS-009-37296	
<b>File No. - N° de dossier</b> 009ips.W6369-19X061	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-02-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kaliningondo, Bikina	<b>Buyer Id - Id de l'acheteur</b> 009ips
<b>Telephone No. - N° de téléphone</b> (613) 858-9365 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

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W6369-19X061

Amd. No. - N° de la modif.  
001  
File No. - N° du dossier  
009ips.W6369-19X061

Buyer ID - Id de l'acheteur  
009ips  
CCC No./N° CCC - FMS No./N° VME

## SOLICITATION AMENDMENT 001

This solicitation amendment is raised to:

1. Revise the request for proposal, and
2. Provide answers to Bidders questions in relation to this solicitation.

***In accordance with Article 2.3 (a), the deadline for submitting questions and enquiries is no later than 5 (five) calendar days before the bid closing date. Canada makes no commitment to provide answers to questions submitted after that deadline.***

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### 1. Revision 1

The Solicitation Amendment 001 is issued to revise the RFP as follow:

1. At Art. **6.1 Security Requirement**;

Delete: Art. 6.1 Security Requirement in its entirety,

Replace by: Art. 6.1 Security Requirement *(as revised February 6<sup>th</sup>, 2020)*

2. At **APPENDIX C TO ANNEX A – TASK AUTHORIZATION (TA) EVALUATION GRID**

Delete: APPENDIX C TO ANNEX A – TASK AUTHORIZATION (TA) EVALUATION GRID in its entirety,

Replace by: APPENDIX C TO ANNEX A – TASK AUTHORIZATION (TA) EVALUATION GRID *(As revised Feb 6<sup>th</sup>, 2020)*

**All other Terms and Conditions remain unchanged**

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## **2. Questions and Answers**

### **Question #1**

Can you please send me a WORD version of the RFP?

### **Response #1**

A word version of each of the following documents has been provided with Solicitation Amendment 01.

- APPENDIX C to ANNEX A – TASK AUTHORIZATION (TA) EVALUATION GRID
  - ATTACHMENT 3.1 BID SUBMISSION FORM
  - ATTACHMENT 3.3 CUSTOMER REFERENCE CONTACT INFORMATION FORM
  - ATTACHMENT 4.1 - MANDATORY TECHNICAL CRITERIA
  - ATTACHMENT 4.2 - POINT-RATED TECHNICAL CRITERIA
  - ATTACHMENT 4.3 - PRICING SCHEDULE, and
  - ATTACHEMENT 5.1 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION
-

**BID SOLICITATION  
FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-  
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)  
FOR LEVEL 3 RESOURCES CATEGORIES  
FOR  
THE DEPARTMENT OF NATIONAL DEFENCE**

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BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)  
FOR LEVEL 3 RESOURCES CATEGORIES  
FOR  
THE DEPARTMENT OF NATIONAL DEFENCE**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

This document states terms and conditions that apply to this bid solicitation. It is divided into seven parts plus attachments and annexes, as follows:

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

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

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

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

Part 5 Certifications 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 and any other annexes.

### **1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of **The Department of National Defence** (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of one (1) contract, for three (3) years plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) 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.

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- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Canadian Free Trade Agreement (CFTA).
- (e) 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).
- (f) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractors Program for Employment Equity – Certification."
- (g) This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation 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 be treated as a separate procurement, outside the resulting contract.
- (h) This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled "Bidder Instructions, and Part 3 entitled "Bid Preparation Instructions", of the bid solicitation, for further information.
- (i) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2, in all required resource categories in this solicitation and in the National Capital Region under the EN578-170432 series of SAs are eligible to compete. The TBIPS SA EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (j) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- (k) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

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RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
B.1 Business Analyst - (CORE)	Level 3	1
B.2 Business Architect - (CORE)	Level 3	1
B.3 Business Consultant - (CORE)	Level 3	1
B.7 Business Transformation Architect - (CORE)	Level 3	1
I.11 Technology Architect - (CORE)	Level 3	1
P.5 Project Executive (CORE)	Level 3	1
I.5 Information Management Architect - (NON-CORE)	Level 3	2
I.10 Technical Architect (NON-CORE)	Level 3	2
P.6 Project Administrator (NON-CORE)	Level 3	1
P.8 Project Leader (NON-CORE)	Level 3	1
C.1 Strategic IT Security Planning and Protection Consultant (NON-CORE)	Level 3	1

### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract(s).
- (c) The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 3.a. of Section 01, Integrity provisions - bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
- a. at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- (e) Subsection 4 of Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:  
Delete: 60 days  
Insert: 180 days
- (f) Subsection 1 of Section 08, Transmission by facsimile or by epost Connect of Standard Instructions 2003 incorporated by reference above, is deleted and replaced by the following:
1. Facsimile
- Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail other than ePost Connect to PWGSC will not be accepted.

### 2.2 Submission of Bids

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

**Note:** For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:  
[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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### 2.3 Enquiries - Bid Solicitation

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

### 2.4 Former Public Servant

- (a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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.

(b) **Definitions**

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

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

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

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

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(c) **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**  
If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

**2.5 Applicable Laws**

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

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

**2.6 Improvement of Requirement During Solicitation Period**

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

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## 2.7 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under any resulting contract will belong to Canada, on the following grounds:

1. National security

## 2.8 Volumetric Data

The estimated numbers of days for each resources category has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

Initial Contract Period – Year 1		
Resource Category	Level of Expertise	Estimated Number of Days
B.1 Business Analyst	Level 3	210
B.2 Business Architect	Level 3	210
B.3 Business Consultant	Level 3	210
B.7 Business Transformation Architect	Level 3	210
I.11 Technology Architect	Level 3	210
P.5 Project Executive	Level 3	192
I.5 Information Management Architect	Level 3	480
I.10 Technical Architect	Level 3	480
P.6 Project Administrator	Level 3	240
P.8 Project Leader	Level 3	192
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	120

Initial Contract Period – Year 2		
Resource Category	Level of Expertise	Estimated Number of Days
B.1 Business Analyst	Level 3	210
B.2 Business Architect	Level 3	210
B.3 Business Consultant	Level 3	210
B.7 Business Transformation Architect	Level 3	210
I.11 Technology Architect	Level 3	210
P.5 Project Executive	Level 3	192
I.5 Information Management Architect	Level 3	480
I.10 Technical Architect	Level 3	480
P.6 Project Administrator	Level 3	240
P.8 Project Leader	Level 3	192
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	120

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001  
File No. - N° du dossier  
009ips. W6369-19X061/A

Buyer ID - Id de l'acheteur  
009ips  
CCC No./N° CCC - FMS No./N° VME

### Initial Contract Period – Year 3

Resource Category	Level of Expertise	Estimated Number of Days
B.1 Business Analyst	Level 3	210
B.2 Business Architect	Level 3	210
B.3 Business Consultant	Level 3	210
B.7 Business Transformation Architect	Level 3	210
I.11 Technology Architect	Level 3	210
P.5 Project Executive	Level 3	192
I.5 Information Management Architect	Level 3	480
I.10 Technical Architect	Level 3	480
P.6 Project Administrator	Level 3	240
P.8 Project Leader	Level 3	192
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	120

### Option Period 1 – Year 4

Resource Category	Level of Expertise	Estimated Number of Days
B.1 Business Analyst	Level 3	210
B.2 Business Architect	Level 3	210
B.3 Business Consultant	Level 3	210
B.7 Business Transformation Architect	Level 3	210
I.11 Technology Architect	Level 3	210
P.5 Project Executive	Level 3	192
I.5 Information Management Architect	Level 3	480
I.10 Technical Architect	Level 3	480
P.6 Project Administrator	Level 3	240
P.8 Project Leader	Level 3	192
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	120

### Option Period 2 – Year 5

Resource Category	Level of Expertise	Estimated Number of Days
B.1 Business Analyst	Level 3	210
B.2 Business Architect	Level 3	210
B.3 Business Consultant	Level 3	210
B.7 Business Transformation Architect	Level 3	210
I.11 Technology Architect	Level 3	210
P.5 Project Executive	Level 3	192
I.5 Information Management Architect	Level 3	480
I.10 Technical Architect	Level 3	480
P.6 Project Administrator	Level 3	240

Solicitation No. - N° de l'invitation W6369-19X061/A	Amd. No. - N° de la modif. 001	Buyer ID - Id de l'acheteur 009ips
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P.8 Project Leader	<b>Level 3</b>	192
C.1 Strategic IT Security Planning and Protection Consultant	<b>Level 3</b>	120

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

#### (a) Epost Connect Bid Submission

- (i) If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- (ii) The bid must be gathered per section and separated as follows:
  - (A) Section I: Technical Bid
  - (B) Section II: Financial Bid
  - (C) Section III: Certifications
- (iii) For further information please refer to article 08 - Transmission by facsimile or by epost Connect at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>.

#### (b) Soft Copy Bid Submission (CD or USB key)

- (i) If the Bidder chooses to submit its bid in soft copy via the PWGSC Bid Receiving Unit, Canada requests that the Bidder submits its bid in separate sections as follows:
  - (A) Section I: Technical Bid – One soft copy on a CD or USB key
  - (B) Section II: Financial Bid – One soft copy on a SEPARATE CD or USB key
  - (C) Section III: Certifications – One soft copy on a CD or USB key
- (c) If the Bidder is simultaneously providing an epost Connect copy and soft copy of the bid and if there is a discrepancy between the wording of the epost Connect copy and soft copy, the wording of the epost Connect copy will have priority over the wording of the soft copy.
- (d) Canada is not requesting a hard copy of the bid. However, if the Bidder submits a hard copy of its bid, and if there is a discrepancy between the wording of the soft or epost Connect copy and the hard copy, the wording of the soft or epost Connect copy will have priority over the wording of the hard copy.
- (e) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (f) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
  - (i) use 8.5 x 11 inch (216 mm x 279 mm) page size;
  - (ii) use a numbering system that corresponds to the bid solicitation;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - (iv) include a table of contents.

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

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

(h) **Submission of Only One Bid:**

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "**related**" to a Bidder if:
  - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - (B) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

(i) **Joint Venture Experience:**

- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- (ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service,

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and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

**3.2 Section I: Technical Bid**

- (a) The technical bid consists of the following:
  - (i) **Bid Submission Form:** Bidders are requested to include the Attachment 3.1 - Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
  - (ii) **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

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

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

(iii) **Substantiation of Technical Compliance:**

(A) **Mandatory Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment 4.1: Mandatory Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.1: Mandatory Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

(B) **Point-Rated Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment 4.2: Point Rated Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be rated accordingly. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.2: Point Rated Evaluation Criteria", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

(iv) **Previous Similar Projects:** Where the bid must include a description of previous similar projects:

- (A) a Corporate qualifying project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor contracts or those of any affiliate of the Bidder);
- (B) a project must have been completed by the bid closing date;
- (C) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and
- (D) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the Resource

Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.

- (v) **For Proposed Resources:** The technical bid must include the number of CVs identified in MT1.3 of Attachment 4.1. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
  - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC). If the Bidder has not included the copy of the results in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit it during the evaluation period. If the Bidder has not submitted the copy of the results within 2 working days of the request by the Contracting Authority, its bid will be declared non-responsive.
  - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC). If the Bidder has not included the copy of the results in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit it during the evaluation period. If the Bidder has not submitted the copy of the results within 2 working days of the request by the Contracting Authority, its bid will be declared non-responsive.
  - (D) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
  - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or

her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

- (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, 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.

(vi) **Customer Reference Contact Information:**

- (A) The Bidder must provide customer references. The customer references must each confirm, if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 4.1 and 4.2.
- (B) The form of question to be used to request confirmation from customer references is as follows:

Sample Question to Customer Reference:

*Has [the Bidder] led one or two distinctive Project Management (PM) Contract(s) within the last five (5) years where:*

- a. *The value of the Project Management activities on each Contract must be, at a minimum, \$2M CAD;*
- b. *The duration of each Contract must be for a minimum of two (2) consecutive years (note: the duration does not include Option Periods that have not been exercised); and*
- c. *For each Contract, the Bidder must have provided a team of a minimum of four (4) Project Management Services related resources (for example: Project Managers, Project Schedulers, Project Executives, Project Administrators, and or Project Leaders).*

*Yes, the Bidder has provided my organization with the services described above.*

*No, the Bidder has not provided my organization with the services described above.*

*I am unwilling or unable to provide any information about the services described above.*

- (C) For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in "Attachment 4.3: Pricing Schedule". The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- (i) the rate bid must not increase by more than 3% from one time period to the next; and
  - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **Variation in Resource Rates By Level:** Where the financial tables provided by Canada allow different firm rates to be charged for different levels of experience within the same resource category and time period, for any such resource category and time period:
- (i) the rate bid for level three must be the same or higher than that bid for level two, and
  - (ii) the rate bid for level two must be the same or higher than the rate bid for level one.
- (d) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (e) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

**Note to Bidders:** If Canada receives four (4) or fewer Bids by the bid solicitation closing date, the above sub-article (e) will not apply.

- (f) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete "Attachment 3.2 - Electronic Payment Instruments", to identify which ones are accepted. If "Attachment 3.2 - Electronic Payment Instruments" is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.4 Section III: Certifications

It is a requirement that bidders submit the certifications and additional information identified under Part 5.

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

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

- (a) Canada will conduct the Phased Bid Compliance Process (PBCP) described below for this requirement ONLY if Canada receives four (4) or fewer Bids by the bid solicitation closing date.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND

RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will

not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### 4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as

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not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

## 4.2 Technical Evaluation

### (a) Mandatory Technical Criteria:

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) The mandatory technical criteria are described in Attachment 4.1.
- (iii) If the Phased Bid Compliance Process applies, it will apply to all mandatory technical criteria.

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

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (ii) The rated requirements are described in Attachment 4.2.

### (c) Number of Resources Evaluated:

Only a certain number of resources will be evaluated as part of this bid solicitation (Core Resources) as identified in MT1.3 of Attachment 4.1. Additional Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the Task Authorization Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with the Appendixes of Annex A.

### (d) Reference Checks:

- (i) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.
- (ii) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- (iii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each

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customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The five (5) working days will not be extended to provide additional time for the new contact to respond.

- (iv) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (v) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

**4.3 Financial Evaluation**

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (c) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (d) Financial Evaluation - Method B below).
- (c) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
  - (i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 20% of the median, and an upper median rate to a value of plus (+) 30% of the median. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.
  - (ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:
    - (A) A Bidder's proposed firm per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Resource Category will be allocated 0 points.
    - (B) A Bidder's proposed firm per diem rate falling within the upper and lower median band limits, for that period and Resource Category, will be allocated points using the following calculation, which will be rounded to two decimal places:
 
$$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate within the median band limits}} \times \text{Maximum Points Assigned at Table 1 below}$$
    - (C) A Bidder's proposed firm per diem rate falling within the established median band limits which is the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 1 below.

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TABLE 3 - MAXIMUM POINTS ASSIGNED				
Core Resources Categories	Initial Contract Period 1	Option Period 1	Option Period 2	Total Points
B.1 Business Analyst, Level 3	15	5	5	25
B.2 Business Architect, Level 3	15	5	5	25
B.3 Business Consultant, Level 3	15	5	5	25
B.7 Business Transformation Architect, Level 3	15	5	5	25
I.11 Technology Architect, Level 3	15	5	5	25
P.5 Project Executive, Level 3	12	4	4	20
I.5 Information Management Architect, Level 3	30	10	10	40
I.10 Technical Architect, Level 3	30	10	10	40
P.6 Project Administrator, Level 3	15	5	5	25
P.8 Project Leader, Level 3	12	4	4	20
C.1 Strategic IT Security Planning and Protection Consultant, Level 3	6	2	2	10
<b>TOTAL</b>	<b>180</b>	<b>60</b>	<b>60</b>	<b>300</b>

(iii) **STEP 3 - FINANCIAL SCORE:** Points allocated under STEP 2 for each period and Resource Category will be added together and rounded to two decimal places to produce the Financial Score. Bidders will find below an example of a financial evaluation using Method A.

(iv) **EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A**

TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A:							
Resource Category	Max. Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
<b>TOTAL</b>	<b>300</b>						
<b>STEP 1 - Establishing the lower and upper median band limits for each year and each resource category</b>							
(Median 1)	For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.						
(Median 2)	For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.						
(Median 3)	For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.						
(Median 4)	For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.						

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(Median 5)	For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.
(Median 6)	For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.
<b>STEP 2 - Points Allocation:</b>	
<b>Bidder 1:</b>	
Programmer Year 1 =	75 points (lowest rate within the lower and upper median band limits)
Programmer Year 2 =	75 points (lowest rate within the lower and upper median band limits)
Business Analyst Year 1 =	50 points (lowest rate within the lower and upper median band limits)
Business Analyst Year 2 =	50 points (lowest rate within the lower and upper median band limits)
Project Manager Year 1 =	0 points (outside the lower and higher median band limits)
Project Manager Year 2 =	22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)
<b>Bidder 2:</b>	
Programmer Year 1 =	71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)
Programmer Year 2 =	66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1 =	50 points (lowest price within the lower and upper median band limits)
Business Analyst Year 2 =	48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
Project Manager Year 1 =	23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
Project Manager Year 2 =	25 points (lowest price within the lower and upper median band limits)
<b>Bidder 3:</b>	
Programmer Year 1 =	66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Programmer Year 2 =	66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1 =	46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts)
Business Analyst Year 2 =	0 points (outside the lower and higher median band limits)
Project Manager Year 1 =	25 points (lowest price within the lower and upper median band limits)
Project Manager Year 2 =	25 points (lowest price within the lower and upper median band limits)
<b>STEP 3 - Financial Score:</b>	
<b>Bidder 1:</b>	75 + 75 + 50 + 50 + 0 + 22.22 = Total Financial Score of 272.22 points out of a possible 300 points
<b>Bidder 2:</b>	71.43 + 67.67 + 50 + 48.39 + 23.33 + 25 = Total Financial Score of 284.82 points out of a possible 300 points
<b>Bidder 3:</b>	66.67 + 66.67 + 46.15 + 0 + 25 + 25 = Total Financial Score of 229.49 points out of a possible 300 points

- (d) **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:
- (i) **STEP 1 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:
- (A) Points will be established based on the following calculation, with points rounded to two decimal places:

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Lowest proposed firm per diem rate x Maximum Points Assigned  
Bidder's proposed firm per diem rate at Table 3 below.

The Bidder with the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 3 below.

TABLE 3 - MAXIMUM POINTS ASSIGNED				
Core Resources Categories	Initial Contract Period 1	Option Period 1	Option Period 2	Total Points
B.1 Business Analyst, Level 3	15	5	5	25
B.2 Business Architect, Level 3	15	5	5	25
B.3 Business Consultant, Level 3	15	5	5	25
B.7 Business Transformation Architect, Level 3	15	5	5	25
I.11 Technology Architect, Level 3	15	5	5	25
P.5 Project Executive, Level 3	12	4	4	20
I.5 Information Management Architect, Level 3	30	10	10	40
I.10 Technical Architect, Level 3	30	10	10	40
P.6 Project Administrator, Level 3	15	5	5	25
P.8 Project Leader, Level 3	12	4	4	20
C.1 Strategic IT Security Planning and Protection Consultant, Level 3	6	2	2	10
<b>TOTAL</b>	<b>180</b>	<b>60</b>	<b>60</b>	<b>300</b>

- (ii) **STEP 2 - FINANCIAL SCORE:** Points allocated under STEP 1, for each period and each Resource Category, will be added together and rounded to two decimal places to produce the Financial Score.

**(e) Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the National Capital Region in the relevant resource category, where those services were provided for at least three months within the eighteen months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice

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included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation; and

- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

**(f) Formulae in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

**4.4 Basis of Selection**

**(a) Evaluation of Bid - Selection Process:**

The following selection process will be conducted:

- (i) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (ii) The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 30.

(A) Calculation of Total Technical Score: the Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points (Bidders, please refer to the maximum technical points at Attachment 4.2)}} \times 70 = \text{Total Technical Score}$$

(B) Calculation of Total Financial Score: the Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Financial Score}}{\text{Total Maximum Points Assigned (Bidders, please refer to the total maximum points assigned)}} \times 30 = \text{Total Financial Score}$$

(C) Calculation of the Total Bidder Score: the Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$

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- (iii) In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Financial Score will become the top-ranked bidder.
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 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. The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.1 Certifications Precedent to Contract Award and Additional Information

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

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

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

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

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

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

#### (b) Professional Services Resources

- (i) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (ii) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to

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be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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

**(c) Certification of Language - [English] Essential**

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

**(d) Submission of Only One Bid**

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

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirement *(As revised Feb 6<sup>th</sup>, 2020)*

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

- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and in the table below; and
- (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

Resource Category	Level	Security Clearance Required
B.1 Business Analyst	Level 3	TOP SECRET SIGINT and NATO SECRET
B.2 Business Architect	Level 3	TOP SECRET SIGINT and NATO SECRET
B.3 Business Consultant	Level 3	TOP SECRET SIGINT and NATO SECRET
B.7 Business Transformation Architect	Level 3	TOP SECRET SIGINT and NATO SECRET
I.11 Technology Architect	Level 3	TOP SECRET SIGINT and NATO SECRET
P.5 Project Executive	Level 3	TOP SECRET SIGINT and NATO SECRET

- (b) For additional information on security requirements, 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.
- (c) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

### 6.2 Controlled Goods Requirement

- (a) SACC Manual clause A9130T (2014-11-27) Controlled Goods Program – Bid
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

### 6.3 Foreign Ownership Control or Influence

- (a) The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "Not Under FOCI through Mitigation".

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes providing professional services as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is the Department of National Defence.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 7.2 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization. The Work described in the Task Authorization must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued Task Authorization has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Assessment of Resources Proposed at Task Authorization Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A, B, C, D, E and F of Annex A.
- (c) **Form and Content of draft Task Authorization:**
- (i) The Procurement Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex A.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
    - (A) the task number;

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- (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
  - (C) the categories of resources and the number required;
  - (D) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
  - (E) the start and completion dates;
  - (F) any option(s) to extend initial end date (if applicable);
  - (G) milestone dates for deliverables and payments (if applicable);
  - (H) the number of person-days of effort required;
  - (I) whether the work requires on-site activities and the location;
  - (J) the language profile of the resources required;
  - (K) the level of security clearance required of resources;
  - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum Task Authorization price (and, for maximum price task authorizations, the Task Authorization must indicate how the final amount payable will be determined; where the Task Authorization 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 sheets filled in at the time of the work by the individual resources to support the charges); and
  - (M) any other constraints that might affect the completion of the task.
- (d) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Procurement Authority, within two (2) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft Task Authorization), a quotation with the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract, as well as its corresponding proposed resource(s) in accordance with Appendix C to Annex A of the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the Task Authorization.
- (e) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- (i) To be validly issued, a Task Authorization must include the following signatures:
    - (A) for any Task Authorization, inclusive of revisions, with a value less than or equal to \$400,000.00 (excluding Applicable Taxes), the Task Authorization must be signed by a representative from Services Contracting , D Svcs C 4.
    - (B) for any Task Authorization, inclusive of revisions, with a value greater than this amount, a Task Authorization must include the following signatures:
      - (1) a representative from Director Services Contracting, D Svcs C 4; and
      - (2) the Contracting Authority.
- Any Task Authorization that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued Task Authorization is done at the Contractor's own risk. If the Contractor receives a Task Authorization that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue Task Authorizations at any time, or reduce the dollar value threshold described in sub article (A) above; any suspension or reduction notice is effective upon receipt.
- (f) **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by D Svcs C 4. This process includes monitoring,

controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

(g) **Periodic Usage Reports:**

(i) The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

(ii) The quarterly periods are defined as follows:

- (A) 1<sup>st</sup> quarter: April 1 to June 30;
- (B) 2<sup>nd</sup> quarter: July 1 to September 30;
- (C) 3<sup>rd</sup> quarter: October 1 to December 31; and
- (D) 4<sup>th</sup> quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued Task Authorization (as amended):

- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of each authorized task;
- (C) the name, Resource category and level of each resource involved in performing the Task Authorization, as applicable;
- (D) the total estimated cost specified in the validly issued Task Authorization of each task, exclusive of Applicable Taxes;
- (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- (F) the start and completion date for each authorized task; and
- (G) the active status of each authorized task, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the Task Authorization, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued Task Authorizations (as amended):

- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued Task Authorizations; and
- (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued Task Authorizations.

(h) **Consolidation of Task Authorizations for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those Task Authorizations for administrative purposes.

### 7.3 Minimum Work Guarantee

- (a) In this clause,
- (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract; and
  - (ii) **"Minimum Contract Value"** means CAD \$20,000.00 (excluding Applicable Taxes).
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
- (i) for default;
  - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - (iii) for convenience within ten (10) business days of Contract award.

### 7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

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

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

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

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

(b) **Supplemental General Conditions:**

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

- (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
- (ii) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;

**7.5 Security Requirement**

The following security requirements applies to and forms part of the Contract.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No W6369-19X061**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **TOP SECRET and NATO SECRET**, issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
2. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must be a citizen of Canada and must EACH hold a valid personnel security screening at the level of **TOP SECRET SIGINT, TOP SECRET or NATO SECRET** as required, granted or approved by the CSP/ISS/PWGSC.
4. The Contractor/Offeror personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive work site(s) **must be permanent residents of Canada or citizens of a NATO member country** and EACH hold a valid personnel security screening at the level of **NATO SECRET** as required, granted or approved by the appropriate delegated NATO Security Authority.
5. The Contractor/Offeror personnel requiring access to **FOREIGN/CLASSIFIED** information, assets or sensitive work site(s) **must be a citizen of Canada and** must EACH hold a valid personnel security screening at the level of **TOP SECRET SIGINT, TOP SECRET** as required, granted or approved by the CSP/ISS/PWGSC.
6. The Contractor/Offeror **MUST NOT** remove any **CLASSIFIED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
7. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP/ISS/PWGSC.

8. The Contractor must complete and submit a **Foreign Ownership, Control and Influence (FOCI)** Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to **CLASSIFIED NATO and FOREIGN** information/assets. **Public Works and Government Services Canada (PWGSC)** will determine if the company is "*Not Under FOCI*" or "*Under FOCI*". When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "*Not Under FOCI through Mitigation*".
9. The contractor shall at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.
10. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
11. The Contractor/Offeror must also comply with the provisions of the:
- (a) Security Requirements Check List, attached at Annex C; and
  - (b) Industrial Security Manual (latest edition).

## 7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends three (3) years later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) -year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in Annex B, Basis of Payment.
  - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.7 Authorities

### (a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Bikina Kaliningondo  
Title: Supply Specialist

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Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Professional Services Procurement Directorate  
Address: 10 rue Wellington, Gatineau, Québec  
Telephone: (613) 858-9365  
E-mail address: [bikina.kaliningondo@tpsgc-pwgsc.gc.ca](mailto:bikina.kaliningondo@tpsgc-pwgsc.gc.ca)

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

**(b) Procurement Authority**

The Procurement Authority for the Contract is: *(To be filled at Contract Award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: Department of National Defence  
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 and is responsible for all matters concerning the administrative aspects of the Work under the Contract, communication with PSPC Contracting Authority on all matters concerning the Contract and procurement initiation authority. Procurement matters may be discussed 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 the Work can only be made through a contract amendment issued by the Contracting Authority.

**(c) Technical Authority**

The Technical Authority for the Contract is: *(To be filled at Contract Award)*

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

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

**(d) Contractor's Representative *(To be filled at Contract Award)***

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

## 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7.9 Payment

### (a) Basis of Payment

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the Task Authorization, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. Travel requests will only be considered for a work location which is located more than 100 kilometers from Ottawa. The Contractor will be paid for actual time spent travelling at half the hourly rate. The hourly rate will be determined by dividing the firm per diem rate set out in Annex B by 7.5 hours. All payments are subject to government audit.
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iv) **Contractor’s Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex B remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in accordance with the firm rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.
- (v) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure

Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

(b) **Limitation of Expenditure – Cumulative Total of all Task Authorizations**

- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the amount set out on page 1 of the Contract, less any Applicable taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included.
- (ii) 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.
- (iii) 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) 4 months before the contract expiry date, or
  - (C) As soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- (i) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

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

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

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum Task Authorization price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum Task Authorization price. If the work described in the Task Authorization is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum Task Authorization price, Canada is only required to pay for the time spent performing the work related to that TA.

(d) **Electronic Payment of Invoices – Contract**

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

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only);

**Note to Bidders:** *If applicable, the Electronic Payment Instrument(s) indicated by the Bidder in Attachment 3.2 will be included in any resulting contract.*

**(e) 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.

**(f) Payment Credits****(i) Failure to Provide Resource:**

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

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

- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past

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

**(g) No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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

**7.10 Invoicing Instructions**

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

**7.11 Certifications and Additional Information**

- (a) Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, any Task Authorization quotation 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 Contract Period.

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

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

**7.13 Applicable Laws**

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The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *(To filled at Contract Award)*

#### 7.14 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
  - (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
  - (ii) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2018-06-21), Higher Complexity - Services;
- (d) Annex A, Statement of Work, including its Appendices as follows:
  - (i) Appendix A to Annex A – Tasking Assessment Procedure;
  - (ii) Appendix B to Annex A – Task Authorization Form;
  - (iii) Appendix C to Annex A – Task Authorization (TA) Evaluation Grid;
  - (iv) Appendix D to Annex A – Certifications at the Task Authorization stage; and
  - (v) Appendix E to Annex A – Embedded Contractor Letter of Acknowledgment.
  - (vi) Appendix F to Annex A – Non-Disclosure Agreement
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
  - (i) Appendix C to Annex C – Supplemental Security Guide;
- (g) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any); and
- (h) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)* (if the bid was clarified or amended, insert the time of contract award), as clarified on \_\_\_\_\_ "or" as amended \_\_\_\_\_ *(insert date(s) of clarification(s) or amendment(s) if applicable.)*

#### 7.15 Defence Contract

The Contract is a defence contract within the meaning of the [Defence Production Act](#), R.S.C. 1985, c. D-1, and must be governed accordingly.  
Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the [Defence Production Act](#).

#### 7.16 Foreign Nationals (Canadian Contractor)

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

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

#### **7.16 Foreign Nationals (Foreign Contractor)**

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

#### **7.17 Insurance Requirements**

##### **(a) Compliance with Insurance Requirements**

- (i) The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (ii) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- (iii) The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

##### **(b) Commercial General Liability Insurance**

- (i) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (ii) The Commercial General Liability policy must include the following:
- (A) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (B) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (C) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (D) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

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

(c) **Errors and Omissions Liability Insurance**

- (i) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (ii) If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (iii) The following endorsement must be included:  
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**7.18 Controlled Goods Program**

- (a) SACC Manual clause A9131C (2014-11-27) Controlled Goods Program - Contract
- (b) The Contract involves controlled goods as defined in the Schedule to the [Defence Production Act](#). The Contractor must identify those controlled goods to the Department of National Defence.
- (c) Because the Contract involves Controlled Goods and the entirety of the contracting activities are performed in a facility operated by the Department of National Defence (DND), the Contractor must sign an acknowledgement letter, attached at Annex A, Appendix E, or follow any other requirements as prescribed by the Contracting Authority.

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

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this

section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) **First Party Liability:**

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.  
In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) **Third Party Claims:**

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

## 7.20 Joint Venture Contractor

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

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

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## 7.21 Professional Services – General

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

### Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of having this knowledge, the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - (B) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Article titled "Default of the Contractor", or
  - (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor to propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that are similar or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub-article (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

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- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order a resource to stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

## 7.22 Safeguarding Electronic Media

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

## 7.23 Representations and Warranties

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

## 7.24 Access to Canada's Property and Facilities

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

## 7.25 Government Property

Canada agrees to make computerized workstations (the "Government Property") available to the Contractor. The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

- (a) As per sections 9.2 and 9.3 in Annex A – Statement of Work

## 7.26 Identification Protocol Responsibilities

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

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

#### **7.27 Non-Disclosure Agreement**

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

## ANNEX A – STATEMENT OF WORK

### FOR DEFENCE INTELLIGENCE ENTERPRISE SUPPORT SERVICES

#### 1. REQUIREMENT

The Commander Canadian Forces Intelligence Command (CFINTCOM) of the Department of National Defence (DND) requires the services of a team of informatics professionals to provide support to the on-going business evolution of the Defence Intelligence Enterprise (DIE).

#### 2. BACKGROUND

2.1 Canadian Forces Intelligence Command (CFINTCOM) collects, analyzes and provides credible, reliable and sustained intelligence products to Department of National Defence and Canadian Armed Forces personnel and Government of Canada decision-makers which involves activities and functions including:

1. multi-source intelligence collection (Open Source, Technical, Signals, Human; and Weather And Oceanography);
2. integrated collection management;
3. all-source analysis, and strategic warning and threat assessment;
4. maintaining intelligence-sharing relationships with Allied and partner countries; and
5. management of the entire defence intelligence cycle.

2.2 The Defence Intelligence Enterprise (DIE) consists of all defence intelligence programmes, administration and activities across the DND and the CAF, including all operations. Specifically, the DIE includes all personnel, resources and assets within the DND and the CAF that work together to deliver credible, timely and integrated defence intelligence capabilities, products and services to the DND and the CAF, Government of Canada and Allies in support of Canada's national security objectives.

#### 3. SCOPE

3.1 The Contractor resources will support a variety of Defence Intelligence Enterprise initiatives throughout the following phases of an initiative development life cycle: Identification, Options Analysis, Definition, Implementation, and Transition to In-Service Support.

3.2 Both Core and Non-Core resources as required are identified below. All resources are to be provided on an "as and when requested basis" obtained through the issuance of Task Authorizations.

#### 3.3 Core Resources

TBIPS Category	Estimated Number of Resources	SOW Reference (Tasks)
B.1 Business Analyst, Level 3	1	4.1
B.2 Business Architect, Level 3	1	4.2
B.3 Business Consultant, Level 3	1	4.3
B.7 Business Transformation Architect, Level 3	1	4.4
I.11 Technology Architect, Level 3	1	4.5
P.5 Project Executive, Level 3	1	4.6

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### 3.4 Non-Core Resources

TBIPS Category	Estimated Number of Resources	SOW Reference (Tasks)
I.5 Information Management Architect, Level 3	2	5.1
I.10 Technical Architect, Level 3	2	5.2
P.6 Project Administrator, Level 3	1	5.3
P.8 Project Leader, Level 3	1	5.4
C.1 Strategic IT Security Planning and Protection Consultant, Level 3	1	5.5

## 4. TASKS – CORE RESOURCES

The Core Resources will be responsible for delivering the Tasks as outlined below on an “as and when required” basis. The Task Authorizations will outline the required resources, individual tasks and required deliverables.

4.1 The **Business Analyst, Level 3** Tasks include, but are not limited to, the following:

- 4.1.1 Develop and document statements of requirements for considered alternatives;
- 4.1.2 Analyze and document business requirements and delivering work products through the life cycle;
- 4.1.3 Translate business requirements into System/Functional requirements;
- 4.1.4 Perform business analyses of functional requirements to identify information, procedures, and decision flows;
- 4.1.5 Advise Senior Management and provide recommendations on a range of issues affecting the organization's ability to achieve the project's business objectives;
- 4.1.6 Perform research and information gathering in conjunction with the Technical Authority (TA) to prepare for development of short term, medium term and long term Records and Document Management (RDM)/Collaboration/ Knowledge Management (KM) implementation plans;
- 4.1.7 Consult with DND/CAF stakeholders (individually or by means of facilitating group sessions) to produce comprehensive business requirements;
- 4.1.8 Develop workflow templates based on work process mapping that comply with security policies for classified information and systems;
- 4.1.9 Produce collaboration strategies and business user procedures for the RDM/Collaboration/KM systems required to support the development and management of intelligence products throughout their life cycle;
- 4.1.10 Present business plans and strategies to various management committees, approval groups, and senior management;
- 4.1.11 Provide recommendations in analyzing, evaluating and controlling risks, related to RDM/Collaboration/KM requirements;

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- 4.1.12 Provide written advice and documentation for delivery of an IM governance model and governance programs;
  - 4.1.13 Make recommendations on which solutions can be implemented, develop the system level requirements and develop business scenarios to document the "to-be" system functionality;
  - 4.1.14 Assess and document the organization's capacity/capability to undertake and successfully deliver an initiative or a change;
  - 4.1.15 Provide a detailed business process analysis report for each DND/CAF organization preparing for RDM/Collaboration/KM roll-outs;
  - 4.1.16 Communicate with deployment team leaders through either regular meetings or status reports on the status of assigned work activities as well as report potential issues or risks;
  - 4.1.17 Develop business process renewal and migration Standard Operating Procedures (SOPs) to aid in the smooth transition from a manual system to an automated system;
  - 4.1.18 Develop training materials to facilitate knowledge transfer;
  - 4.1.19 Advise and provide input to DND/CAF team leaders in planning, organizing, leading and monitoring the functional activities of the implementation and in-service support team; and
  - 4.1.20 Work with Director Intelligence Information Management (D Int IM) staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.
- 4.2. The **Business Architect, Level 3** Tasks include, but are not limited to, the following:
- 4.2.1 Analysis and development of business success "critical success factors";
  - 4.2.2 Analysis and development of architecture requirements design, process development, process mapping and training;
  - 4.2.3 Responsible for leading other functional staff to define business strategy and processes in support of transformation and change management activities;
  - 4.2.4 Participate in change impact analysis and change management activities;
  - 4.2.5 Develop business architectures to enable the seamless integration of multiple sources of intelligence and other strategic information;
  - 4.2.6 Participate in organizational realignment (job re-design organizational re-structuring);
  - 4.2.7 Coordinate development of training and coordination with other stakeholders;
  - 4.2.8 Create presentations and present to various stakeholders, and facilitate meetings and discussions; and
  - 4.2.9 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.

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- 4.3 **The Business Consultant, Level 3** Tasks include, but are not limited to, the following:
- 4.3.1 Analyze, evaluate, develop business processes (financial, operational, systems, etc.);
  - 4.3.2 Identify organizational and/or project business opportunities for improvement and streamlining of business processes;
  - 4.3.3 Identify and evaluate critical success parameters, factors and performance measurements;
  - 4.3.4 Assist other stakeholders in development and implementation of business improvement processes and programs;
  - 4.3.5 Participate in organizational realignment (job re-design organizational re-structuring);
  - 4.3.6 Coordinate development of training and coordination with other stakeholders;
  - 4.3.7 Create presentations and present to various stakeholders, and facilitate meetings and discussions; and
  - 4.3.8 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.
- 4.4 **The Business Transformation Architect, Level 3** Tasks include, but are not limited to, the following:
- 4.4.1 Plan and provide reports on work to be completed to the Project Director and/or Technical Authority;
  - 4.4.2 Develop and validate Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) interoperability processes, roles and concepts including those related to requirement management and governance frameworks;
  - 4.4.4 Develop and validate critical success factors related to the employment and generation of C4ISR processes and concepts;
  - 4.4.5 Facilitate key leadership and industry engagements;
  - 4.4.6 Plan and execute exercise and experimentation such as coordinating, assembling, administering, managing, analyzing experimental objectives and requirements, and generate specific experiments that contribute to the maturity of final C4ISR solutions;
  - 4.4.7 Review, assess and document organizational business architecture;
  - 4.4.8 Provide specific technical advice on Command and Control Information Systems (C2IS) capability developments;
  - 4.4.9 Analyze and identify change impacts and development recommended change management activities;
  - 4.4.10 Work with CAF, DND, GC and Allied partners and stakeholders to coordinate, assemble, administer, manage, analyze and generate specific technical documentation;
  - 4.4.11 Consult with multinational, multilateral and OGD stakeholders to ensure interoperability of mission activities in coalition-based missions;

- 4.4.12 Create and maintain technical reports relating to technical architectures, interoperability functional specifications and end-user requirements;
- 4.4.13 Analyze issues found in solution development documents and advise on project; development and creation of project management documents;
- 4.4.14 Ensure stakeholder input and client relationships are reflected in the change management process and act as caretaker of the change management process;
- 4.4.15 Develop and maintain architectural frameworks for C2IS initiatives;
- 4.4.16 Review, analyze, and/or apply relevant Information Technology (IT) Security Policies, Procedures and Guidelines;
- 4.4.17 Review, analyze, and apply the best practices, national or international computer law and ethics, IT Security architecture, and IT Security Risk Management Methodology;
- 4.4.18 Develop vision papers delineating the way ahead to ensure that IT Security and cyber protection are business enablers;
- 4.4.19 Conduct business function analysis and business impact assessments;
- 4.4.20 Brief senior managers on issues associated with assigned tasks to identify potential impacts and provide recommendations;
- 4.4.21 Provide strategic assessments on technology trends and emerging technologies;
- 4.4.22 Provide IT Security strategic planning and advice;
- 4.4.23 Conduct feasibility studies, technology assessments and cost-benefit analyses, and propose system implementation plans for IT Security;
- 4.4.24 Develop advanced R&D policy/strategy;
- 4.4.25 Collect, collate and prioritize client IT Security and Information Infrastructure Protection requirements;
- 4.4.26 Evaluate and assist in the selection of enterprise-wide technology tools;
- 4.4.27 Review and prioritize IT Security and Information Infrastructure Protection programs;
- 4.4.28 Develop strategic IT Security architecture vision, strategies and designs using the [Business Transformation Enablement Program](#) (BTEP) methodology and the Government Strategic Reference Model (GSRM);
- 4.4.29 Develop IT Security programs and service designs using the following GSRM models
- Program Logic Model;
  - Program and Service Alignment Model;
  - Service Integration and Accountability Model;
  - State Transition Model; and
  - Information Model and Performance Model;
- 4.4.31 Develop and deliver training material relevant to the resource category; and

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4.4.32 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.

4.5 The **Technology Architect, Level 3** Tasks include, but are not limited to, the following:

4.5.1 Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements;

4.5.2 Identify the policies and requirements that drive out a particular solution;

4.5.3 Analyze and evaluate alternative technology solutions to meet business problem;

4.5.3 Ensure the integration of all aspects of technology solutions;

4.5.4 Monitor industry trends to ensure that solutions fit with government and industry directions for technology;

4.5.5 Provide information, direction and support for emerging technologies;

4.6.6 Perform impact analysis of technology changes;

4.5.7 Provide support to applications and/or technical support teams in the proper application of existing infrastructure;

4.5.8 Review application and program design or technical infrastructure design to ensure adherence to standards and to recommend performance improvements;

4.5.9 Develop and deploy technical architectures used in the processing and storage of classified information ensuring compliance with all relevant security standards and policies;

4.5.10 Create presentations and present to various stakeholders, and facilitate meetings and discussions; and

4.5.11 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.

4.6 The **Project Executive, Level 3** Tasks include, but are not limited to, the following:

4.6.1 Organizing and facilitating meetings of key stakeholders and report to the Project Director;

4.6.2 Coordinate the development and documentation of project objectives, budget requirements, schedules and plans;

4.6.3 Assessing the organization's capacity/capability to undertake and successfully deliver a project in the context of the overall program or portfolio program or portfolio priorities through strategic planning;

4.6.4 Advising Senior Management on a range of issues affecting the organization's ability to achieve the project's business objectives;

4.6.5 Manage several Project Managers, each responsible for an element of the project and its associated project team;

- 4.6.6 Meet with other organizational executives to ensure all organizational (internal and external) stakeholders are committed and moving forward on project and organizational goals;
- 4.6.7 Specify the general requirements of the system, develop broad system alternatives and identify their administrative, economic and technical feasibility and practicality as well as associated policy and organizational change requirements;
- 4.6.8 Evaluate proposed computer applications to determine technical, operational and economic feasibility;
- 4.6.9 Identify risks and issues related to the project, ensuring they are being tracked and mitigated and resolved;
- 4.6.10 Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools;
- 4.6.11 Leading the development and definition of key general and detailed requirements of the system, develop broad system alternatives and identify their administrative, economic and technical feasibility and practicality as well as associated policy and organizational change requirements;
- 4.6.12 Lead the analysis and evaluation of each alternative based on make/buy, impact and cost/benefit considerations, and propose, justify, plan and cost the implementation of the selected alternative;
- 4.6.13 Lead the development of the overall plan, the detailed plan for each phase or capability release, and establish earned value tracking methodologies;
- 4.6.14 Plan, direct and control the activities of various system and sub-system development teams within scheduled time and cost parameters;
- 4.6.15 Monitor the design, implementation and operations start-up of the proposed systems against established goals, objectives and milestones
- 4.6.16 Plan and provide reports on work to be completed to the Project Director and/or Technical Authority;
- 4.6.17 Develop early phases' project schedules and budgets;
- 4.6.18 Specify the general requirements of systems, develop broad alternatives, and assess their initial viability with respect to current and evolving technical, economic, policy and organizational perspectives;
- 4.6.19 Elicit, coordinate, analyze, document and manage project requirements;
- 4.6.20 Identify, document, and manage project risks;
- 4.6.21 Analyze and evaluate capability alternatives based on make/buy, impact and cost/benefit considerations, and propose, justify, plan and cost the implementation of the selected alternative;
- 4.6.22 Develop and/or support the development of Strategic Context Documents, Project Complexity and Risk Assessments (PCRA), Project Charters, Options Analysis Phase Plans, Statements of Requirements (SOR), project risk registries, Business Case

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Analyses (BCA), Treasury Board (TB) submissions, and other formal project documentation as required;

- 4.6.23 Coordinate, prepare and support or lead Key Leadership Engagements (KLE) needed to achieve project gate approvals;
- 4.6.24 Facilitate stakeholder engagements including, but not limited to, maintaining ongoing communication with relevant ones and by coordinating, supporting and generating presentations and records of discussions for engagement and management meetings;
- 4.6.25 Liaise with industry as required, including support to Industry Days organization and execution, while ensuring that DND remains within the bounds of fair competition;
- 4.6.26 Ensure stakeholder input is reflected in the formal change management process and act as caretaker for the change management process; and
- 4.6.27 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.

## 5. TASKS – NON-CORE RESOURCES

The Non-Core Resources will be responsible for delivering the Tasks as outlined below on an “as and when required” basis. The Task Authorizations will outline the required resources, individual tasks and required deliverables.

- 5.1 The **Information Management Architect, Level 3** Tasks include, but are not limited to, the following:
  - 5.1.1 Analyze existing capabilities and requirements, develop redesigned frameworks and recommend areas for improved capability and integration. Develop and document detailed statements of requirements;
  - 5.1.2 Evaluate existing procedures and methods, identify and document database content, structure, and application subsystems, and develop data dictionary;
  - 5.1.3 Define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems;
  - 5.1.4 Prototype potential solutions, provide trade-off information and suggest recommended courses of action;
  - 5.1.5 Perform information modelling in support of BPR implementation;
  - 5.1.6 Perform cost/benefit analysis of implementing new processes and solutions;
  - 5.1.7 Provide advice in developing and integrating process and information models between business processes to eliminate information and process redundancies;
  - 5.1.8 Provide advice in defining new requirements and opportunities for applying efficient and effective solutions; identify and provide preliminary costs of potential options;
  - 5.1.9 Create presentations and present to various stakeholders, and facilitate meetings and discussions; and
  - 5.1.10 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.

5.2 **The Technical Architect, Level 3** Tasks include, but are not limited to, the following:

- 5.2.1 Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements;
- 5.2.2 Identify policies and requirements that drive out a particular solution;
- 5.2.3 Analyze and evaluate alternative technology solutions to meet business problems;
- 5.2.4 Ensure the integration of all aspects of technology solutions;
- 5.2.5 Evaluate hardware and software relative to their ability to support specified requirements and, by determining potential and actual bottlenecks, and improve system performance through recommended hardware changes;
- 5.2.6 Review computer software systems and data requirements as well as communication and response needs and determine operating systems and languages needed to support them;
- 5.2.7 Create presentations and present to various stakeholders, and facilitate meetings and discussions; and
- 5.2.8 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (3GC) and Allied partners as directed by the Technical Authority.

5.3 **The Project Administrator, Level 3** Tasks include, but are not limited to, the following:

- 5.3.1 Assist project management and data processing professionals, technical users and end users in simple routine tasks;
- 5.3.2 Provide administrative and technical support of a clerical nature as required to projects;
- 5.3.3 Assist in performing such tasks as maintaining project documentation and application/system libraries;
- 5.3.4 Acts as the first point of contact in a "hot-line" situation by accepting incoming calls, logging calls, attempting to resolve simple problems and following established procedures for more difficult problems;
- 5.3.5 Tracks project change requests;
- 5.3.6 Maintain and updates relevant project information in manual and/or electronic files; project information might include such things as project activity schedule, status reports, and correspondence;
- 5.3.7 Use computer tools, aids, system control languages on PCs, minis, or mainframes to perform work;
- 5.3.8 Communicates with project management and data processing professionals, technical users and end users on administrative matters related to the project; and
- 5.3.9 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.

5.4 **The Project Leader, Level 3** Tasks include, but are not limited to, the following:

- 5.4.1 Specify the general requirements of the system, develop broad system alternatives and identify their administrative, economic and technical feasibility and practicality as well as associated policy and organizational change requirements;
- 5.4.2 Analyze and evaluate each alternative based on make/buy, impact and cost/benefit considerations, and propose, justify, plan and cost the implementation of the selected alternative;
- 5.4.3 Produce overall plan, a detailed plan for the functional analysis phase, and obtain approval of preliminary analysis;
- 5.4.4 Plan, direct and control the activities of a system development team within scheduled time and cost parameters;
- 5.4.5 Evaluate proposed computer applications to determine technical, operational and economic feasibility;
- 5.4.6 Design and test systems to ensure that the objectives of the system are met and that the outputs produced are in accordance with client requirements;
- 5.4.7 Monitor the design, implementation and operations start-up of the proposed system against established goals, objectives and milestones; and
- 5.4.8 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.
- 5.5 The **Strategic IT Security Planning and Protection Consultant, Level 3** Tasks include, but are not limited to, the following:
- 5.5.1 Review, analyze, and/or apply relevant Information Technology (IT) Security Policies, Procedures and Guidelines;
- 5.5.2 Review, analyze, and apply the best practices, national or international computer law and ethics, IT Security architecture, and IT Security Risk Management Methodology;
- 5.5.3 Develop vision papers delineating the way ahead to ensure that IT Security and cyber protection are business enablers;
- 5.5.4 Conduct business function analysis and business impact assessments;
- 5.5.6 Brief senior managers on issues associated with assigned tasks to identify potential impacts and provide recommendations;
- 5.5.7 Provide strategic assessments on technology trends and emerging technologies;
- 5.5.8 Provide IT Security strategic planning and advice;
- 5.5.9 Conduct feasibility studies, technology assessments and cost-benefit analyses, and propose system implementation plans for IT Security;
- 5.5.10 Develop advanced R&D policy/strategy;
- 5.5.11 Collect, collate and prioritize client IT Security and Information Infrastructure Protection requirements;

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- 5.5.12 Evaluate and assist in the selection of enterprise-wide technology tools;
- 5.5.13 Review and prioritize IT Security and Information Infrastructure Protection programs;
- 5.5.14 Develop strategic IT Security architecture vision, strategies and designs using the [Business Transformation Enablement Program](#) (BTEP) methodology and the Government Strategic Reference Model (GSRM);
- 5.5.15 Develop IT Security programs and service designs using the following GSRM models:
- Program Logic Model;
  - Program, and Service Alignment Model;
  - Service Integration and Accountability Model;
  - State Transition Model; and
  - Information Model and Performance Model;
- 5.5.16 Develop and deliver training material relevant to the resource category; and
- 5.5.17 Work with D Int IM staff and other stakeholders from the CAF, DND, Government of Canada (GC) and Allied partners as directed by the Technical Authority.

## 6. DELIVERABLES

- 6.1 Specific Deliverables will be defined in their associated Task Authorizations. Deliverables and related documentation must be submitted to the Technical Authority in English. All reports, Deliverables, documentation and Tasks rendered will be subject to inspection and acceptance by the Technical Authority.
- 6.2 Deliverables will include one or more of the following:
- Project approval documentation, plans and schedules;
  - Briefings, presentations, and reports;
  - Progress Reports;
  - Business Models and Maps; and
  - Architecture Models.
- 6.3 All Deliverables must be provided in one (1) hard copy and one (1) soft copy, presented in a format acceptable to the Technical Authority.

## 7. CONSTRAINTS

- 7.1 Access to DND facilities on weekends and holidays requires prior arrangement and approval from the Technical Authority.
- 7.2 DND facilities are restricted areas and the use of electronic devices including cell phones, cameras or any other electronic recording device are not allowed.
- 7.3 It is the responsibility of the Contractor to have an approved Visit Clearance Request (VCR) prior to the start of work, subject to a waiver at the discretion of the Technical Authority.
- 7.4 Throughout the performance of the work the resources will have access to computer networks and certain electronic equipment which are deemed to be Controlled Goods.
- 7.5 Occasionally resources must handle objects weighing up to 30kg using additional resources if required (i.e. two-man lift). For instances where total combined objects weight more than 30kg,

assistance will be provided by Government personnel and/or material handling equipment like pallet jacks and hand trucks will be made available.

- 7.6 Completion of some of the Tasks will require the resources to participate in meetings, workshops and requirements gathering activities which will occur during normal working hours which are between 0700 and 1600. The working week is five (5) days, Monday to Friday.

## 8. PROGRESS REPORTS

- 8.1 The Contractor must provide a monthly progress report for each resource and submitted to the Technical Authority at the beginning of each month, with a copy to accompany the monthly invoice. At a minimum, each progress report must document the following information:

- All significant activities performed in the period covered that may impact the performance of the work;
- Status of any outstanding activities that may extend beyond normal timelines;
- The identification of any problems, risks or impediments that could impact a successful project completion or will require attention or escalation;
- Any recommendations to update procedures; and
- Planned activities for the next month.

## 9. LOCATION OF WORK

- 9.1 The completion of most Tasks may require the resources to be present at DND facilities, primarily at 101 Colonel By Drive, Ottawa Ontario, or at other locations throughout the NCR to attend meetings, access computer systems and databases or conduct research. Any other activities may be conducted at the Contractor facilities using Contractor equipment.
- 9.2 DND will provide the resources with DND/CAF documents as required to successfully accomplish the assigned Tasks. The Contractor must perform the work in accordance with the DND/CAF approved version of these documents.
- 9.3 DND/CAF will provide terminals for system access to perform necessary functions, as well as a work space in which to conduct specific Tasks that must be carried out within DND/CAF facilities due to the nature and classification of work involved.

## 10. TRAVEL REQUIREMENTS

- 10.1 Travel may be required in the completion of certain Tasks. Every occurrence of travel must be authorized in the resulting Task Authorization.
- 10.2 The Contractor will be reimbursed for authorized travel costs reasonably incurred in the performance of the Work in accordance with the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/indexeng.php>).
- 10.3 Travel within the NCR will not be reimbursed.

## 11. LANGUAGE REQUIREMENTS

- 11.1 All Tasks and Deliverables must be completed in English. The resources must be fluent in English. Fluent means being able to communicate orally and in writing without any assistance and with minimal errors.

## APPENDIX A TO ANNEX A – TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft Task Authorization Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the Task Authorization Form, as well as its corresponding proposed resource(s). The quotation must be signed and submitted to Canada within the time for response identified in the Task Authorization Form. The Contractor will be given a minimum of two 2 working days (or any longer time period specified in the draft Task Authorization) turnaround time to submit a quotation.
2. With each quotation the Contractor must propose the required number of resources and for each proposed resource the Contractor must supply a CV, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft Task Authorization. The same individual must not be proposed for more than one Resource Category. The CVs must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft Task Authorization 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 Task Authorization 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 CV 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 CV 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 Task Authorization 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

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situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that Task Authorization either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contractor's quotation may be found to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the Task Authorization Form will be signed by Canada and provided to the Contractor for signature. The Task Authorization Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued Task Authorization Form has been received, and any work performed in its absence is done at the Contractor's own risk.



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### Instructions for completing DND 626 - Task Authorization

**Contract no.**

Enter the PWGSC contract number in full.

**Task no.**

Enter the sequential Task number.

**Amendment no.**

Enter the amendment number when the original Task is amended to change the scope or the value.

**Increase/Decrease**

Enter the increase or decrease total dollar amount including taxes.

**Previous value**

Enter the previous total dollar amount including taxes.

**To**

Name of the contractor.

**Delivery location**

Location where the work will be completed, if other than the contractor's location.

**Delivery/Completion date**

Completion date for the task.

**for the Department of National Defence**

Signature of the DND person who has delegated Authority for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

**Services**

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category/hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

**Cost**

The cost of the Task broken out into the individual costed items in **Services**.

**GST/HST**

The GST/HST cost as appropriate.

**Total**

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

**Applicable only to PWGSC contracts**

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

**Note:**

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

### Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

**N° du contrat**

Inscrivez le numéro du contrat de TPSGC en entier.

**N° de la tâche**

Inscrivez le numéro de tâche séquentiel.

**N° de la modification**

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

**Augmentation/Réduction**

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

**Valeur précédente**

Inscrivez le montant total précédent, y compris les taxes.

**À**

Nom de l'entrepreneur.

**Expédiez à**

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

**Date de livraison/d'achèvement**

Date d'achèvement de la tâche.

**pour le ministère de la Défense nationale**

Signature du représentant du MDN auquel on a délégué le pouvoir d'approbation en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

**Services**

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p. ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

**Prix**

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

**TPS/TVH**

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

**Total**

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

**Ne s'applique qu'aux contrats de TPSGC**

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

**Nota :**

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

## APPENDIX C TO ANNEX A – TASK AUTHORIZATION (TA) EVALUATION GRID (As revised Feb 6<sup>th</sup>, 2020)

### 1. Instructions

It is recommended that the Contractor include a grid in its TA responses, cross-referencing statements of compliance with the supporting data in its responses. Note: the compliance grid, by and of itself does not constitute demonstrated evidence. The Contractor must submit a detailed CV for each of its proposed resources.

Education must have been obtained from a recognized\* Canadian university, college or high school, or the equivalent as established by a recognized\* Canadian academic credentials assessment service, if obtained outside Canada. The Contractor must include copies of any degrees, diplomas or certificates.

\*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>.

The Contractor is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.

Each project/contract summary should include the name, phone number or e-mail of client reference. Canada reserves the right to request and contact Client references to validate information in the responses.

It is recommended that the Contractor also include in the CV, the current level of personnel security held by the proposed resource and their corresponding Canadian Industrial Security Directorate (CISD) file number.

### 2. Mandatory Evaluation Criteria

TA Responses must meet the mandatory technical criteria specified below. The Contractor must provide the necessary documentation to support compliance with this requirement.

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

All project references must include at minimum the following:

- the project name;
- a brief project description of the project;
- the start and end dates; and
- involved a minimum of 150 days of effort on the part of the proposed resource

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<b>B.1. BUSINESS ANALYST, LEVEL 3</b>			
<b>Number</b>	<b>Mandatory Evaluation Criterion</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
<b>BA-S1</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years of cumulative experience within the last fifteen (15) years developing and documenting business requirements and processes to support the gathering, analysis, processing, and dissemination of classified, multi-source intelligence or cyber security products to support tactical, operational and strategic decision making for a large organization*.</p> <p>*A large organization is defined as public or private sector organization of more than 1,000 employees. Private sector includes the parent, subsidiaries and other affiliates of the organization.</p>		
<b>BA-S2</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of cumulative experience within the last ten (10) years working in a multi-jurisdictional/ multi-departmental* environment developing processes and procedures used in the development and dissemination of intelligence or cyber security products.</p> <p>* Multi-jurisdictional/multi-departmental is defined as Departments and Agencies from military, safety and/or security organizations within the public sector of Canada or its closest allies (e.g. NATO countries, Australia or New Zealand).</p>		
<b>BA-S3</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of cumulative experience in the last ten (10) years providing intelligence or cyber security products to international or deployed operations.</p>		
<b>BA-S4</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of cumulative experience in the last ten (10) years coordinating the development and delivery of classified intelligence or cyber security briefings for Senior leadership on a frequent basis. Frequent is defined as being more than 10 times per month.</p>		
<b>BA-S5</b>	<p>The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 1</b>.</p>		

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<b>B.2. BUSINESS ARCHITECT, LEVEL 3</b>			
<b>Number</b>	<b>Mandatory Evaluation Criterion</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
<b>BArch-S1</b>	The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years of cumulative experience within the last fifteen (15) years developing operational requirements, specifications, and business architectures used to seamlessly integrate the gathering, analysis, processing and dissemination of classified information products from multiple sources in an enterprise environment of more than 1000 users.		
<b>BArch-S2</b>	The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of cumulative experience within the last ten (10) years developing business architectures leading to business or technology improvements in operational information systems*.  *An operational information system is defined as providing command and control functionality used to support tactical, operational and strategic decision making in an enterprise environment of more than 1000 users.		
<b>BArch-S3</b>	The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 1</b> .		

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**B.3 BUSINESS CONSULTANT, LEVEL 3**

Number	Mandatory Evaluation Criterion	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b>BC-S1</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years of cumulative experience in the last fifteen (15) years developing and implementing business improvement processes and programs to support the gathering, analysis, processing, and dissemination of classified, multi-source intelligence or cyber security products to support tactical, operational and strategic decision making for large organization.</p> <p>*A large organization is defined as public or private sector organization of more than 1,000 people. Private sector includes the parent, subsidiaries and other affiliates of the organization.</p>		
<b>BC-S2</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of cumulative experience within the last ten (10) years working in a multi-jurisdictional/ multi-departmental* environment developing business improvement processes and programs used in the development and dissemination of intelligence or cyber security products.</p> <p>* Multi-jurisdictional/multi-departmental is defined as Departments and Agencies from military, safety and/or security organizations within the public sector of Canada or its closest allies (e.g. NATO countries, Australia or New Zealand).</p>		
<b>BC-S3</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of has a minimum three (3) years of cumulative experience in the last ten (10) years analyzing and evaluating the effectiveness of information gathering practices, processes and procedures through the use of techniques such as post exercise lessons learned reviews, wargames, and experiments.</p>		
<b>BC-S4</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of cumulative experience in the last ten (10) years in the review and analysis of human performance that lead to implementation of new or improved content for inclusion in training courses.</p>		
<b>BC-S5</b>	<p>The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 1</b>.</p>		

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**B.7. BUSINESS TRANSFORMATION ARCHITECT, LEVEL 3**

Number	Mandatory Evaluation Criterion	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b>BTA-S1</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years of cumulative experience in the last fifteen (15) years in the analysis and development of architecture requirements design, process development, and process mapping that led to the design, development, and implementation that supports the gathering, analysis, processing and dissemination of classified, multi-source intelligence products or cyber security to support tactical, operational and strategic decision making for large organizations*.</p> <p>*A large organization is defined as public or private sector organization of more than 1,000 people. Private sector includes the parent, subsidiaries and other affiliates of the organization.</p>		
<b>BTA-S2</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of cumulative experience in the last ten (10) years working in a multi-jurisdictional/ multi-departmental environment* performing the analysis and development of architecture requirements design, process development, and process mapping used in the development and dissemination of intelligence products.</p> <p>* Multi-jurisdictional/multi-departmental is defined as Departments and Agencies from military, safety and/or security organizations within the public sector of Canada or its closest allies (e.g. NATO countries, Australia or New Zealand).</p>		
<b>BTA-S3</b>	<p>The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 1</b>.</p>		

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**I.11. TECHNOLOGY ARCHITECT, LEVEL 3**

<b>Number</b>	<b>Mandatory Evaluation Criterion</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
<b>TArch-S1</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years of cumulative experience in the last fifteen (15) years developing and implementing network architectures for information systems used in the gathering, analysis, processing, and dissemination of classified, multi-source intelligence products or cyber security, to support tactical, operational, and strategic decision making for large organization*.</p> <p>*A large organization is defined as public or private sector organization of more than 1,000 people. Private sector includes the parent, subsidiaries and other affiliates of the organization.</p>		
<b>TArch-S2</b>	<p>The Contractor must demonstrate that the proposed resource has completed a minimum of three (3) projects in the last 10 years where they were responsible for the development of tactical deployed networks used for the development and dissemination of classified intelligence products or cyber security.</p> <p>Each project must meet all the following criteria:</p> <p>A minimum of 150 days level of effort; and Involved the application of Canadian Federal Government information security policies and procedures specified in ITSG 33 (<a href="https://cyber.gc.ca/en/guidance/it-security-risk-management-lifecycle-approach-it33">https://cyber.gc.ca/en/guidance/it-security-risk-management-lifecycle-approach-it33</a>).</p>		
<b>TArch-S3</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of cumulative experience in the last ten (10) years implementing and supporting network architectures used to gather, process and disseminate information classified at the TOP SECRET level.</p>		
<b>TArch-S4</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of cumulative experience in the last ten (10) years implementing and supporting network architectures used in multi-jurisdictional/ multi-departmental environments* to gather, process and disseminate classified information.</p> <p>* Multi-jurisdictional/multi-departmental is defined as Departments and Agencies from military, safety and/or</p>		

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	security organizations within the public sector of Canada or its closest allies (e.g. NATO countries, Australia or New Zealand).		
<b>TArch-S5</b>	The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 2</b> .		

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**P.5 PROJECT EXECUTIVE, LEVEL 3 (As revised Feb 6<sup>th</sup>, 2020)**

Number	Mandatory Evaluation Criterion	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
PE-S1	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of cumulative experience in the last ten (10) years developing project management plans, coordinating project support staff, engaging government stakeholders, developing broad system alternatives, and identifying administrative, economic, and technical feasibility which included associated policy and organizational change requirements within a major capital project.		
PE-S2	The Contractor must demonstrate that the proposed resource has completed a minimum of three (3) projects in the last 10 years where they were responsible for managing the development and implementation of cyber or IM/IT enabled projects. Each project must meet all of the following criteria:  A minimum of 150 days level of effort; and Involved the application of Canadian Federal Government information security policies and procedures specified in ITSG 33 ( <a href="https://cyber.gc.ca/en/guidance/it-security-risk-management-lifecycle-approach-itsg-33">https://cyber.gc.ca/en/guidance/it-security-risk-management-lifecycle-approach-itsg-33</a> ).		
PE-S3	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of cumulative experience in the last ten (10) years specifically related to strategic analysis of cyber or intelligence project portfolios. For the purposes of this requirement a project portfolio is defined as a minimum of four (4) projects.		
PE-S4	The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of cumulative experience in the last ten (10) years working within a Cyber or intelligence environment in an Executive level position, acting as the lead for the development of high level Federal cyber policies and project approval documentation.		
PE-S5	The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 2</b> .		

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**I.5. INFORMATION MANAGEMENT ARCHITECT, LEVEL 3**

Number	Mandatory Evaluation Criterion	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b>IMA-S1</b>	The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years' experience within the last fifteen (15) years as an Information Management Architect.		
<b>IMA-S2</b>	The Contractor must demonstrate the proposed resource has completed one project where the proposed resource led the architecture design and development for a large size system or application that has at least 1000 users.		
<b>IMA-S3</b>	The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 2</b> .		

**I.10. TECHNICAL ARCHITECT, LEVEL 3**

Number	Mandatory Evaluation Criterion	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b>TA-S1</b>	The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years' experience, within the last fifteen (15) years, in developing technical architectures, frameworks, and strategies.		
<b>TA-S2</b>	The Contractor must demonstrate the proposed resource has a minimum of seven (7) years' experience, within the last fifteen (15) years, in analyzing and evaluating alternative technology solutions to meet business problems.		
<b>TA-S3</b>	The Contractor must demonstrate the proposed resource has a minimum of seven (7) years' experience, within the last fifteen (15) years ensuring the integration of all aspects of technology solutions in a large IM/IT Project. A large IT project is defined as enterprise wide systems having more than 1000 users.		
<b>TA-S4</b>	The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 2</b> .		

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**P.6. PROJECT ADMINISTRATOR, LEVEL 3**

<b>Number</b>	<b>Mandatory Evaluation Criterion</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
<b>PL-S1</b>	The Contractor must demonstrate the proposed resource has a minimum of ten (10) years' experience, within the last fifteen years, assisting project managers, data processing professionals, technical users, and end users in simple routine process tasks.		
<b>PA-S2</b>	The Contractor must demonstrate the proposed resource has a minimum of ten (10) years' experience, within the last fifteen (15) years, providing administrative and technical support of a clerical nature to projects.		
<b>PA-S3</b>	The Contractor must demonstrate the proposed resource has a minimum of ten (10) years' experience, within the last fifteen (15) years, tracking project change requests.		
<b>PA-S4</b>	The Contractor must demonstrate the proposed resource has a minimum of ten (10) years' experience, within the last fifteen (15) years, maintaining updates to relevant project information such as project activity schedules, status reports, and correspondence.		
<b>PA-S5</b>	The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 3</b> .		

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**P.8. PROJECT LEADER, LEVEL 3 (As revised Feb 6<sup>th</sup>, 2020)**

Number	Mandatory Evaluation Criterion	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b>PL-S1</b>	The Contractor must demonstrate the proposed resource has a Master's Degree in Science or Engineering from a recognized post-secondary institution.		
<b>PL-S2</b>	The Contractor must demonstrate the proposed resource has a minimum of five (5) years' experience, within the last ten (10) years, as a Project Manager or Business Analyst for major capital projects developing project management plans, coordinating project support staff, and engaging stakeholders.		
<b>PL-S3</b>	The Contractor must demonstrate the proposed resource has a minimum of five (5) years' experience, within the last ten (10) years, developing project plans, including the definition of the project scope, budget, and schedule for major military systems.		
<b>PL-S4</b>	The Contractor must demonstrate the proposed resource has a minimum of ten (10) years' experience, within the last fifteen (15) years, maintaining updates to relevant project information such as project activity schedules, status reports, and correspondence.		
<b>PL-S5</b>	The Contractor must demonstrate the proposed resource has a minimum of five (5) years' experience, within the last ten (10) years, managing and communicating project status, risks and issues to senior management.		
<b>PL-S6</b>	<p>The Contractor must demonstrate the proposed resource has a minimum of five (5) years' experience within the last ten (10) years, using Microsoft Project tool in support of project management and control, including but not limited to:</p> <ul style="list-style-type: none"> <li>• scheduling using effort and/or duration;</li> <li>• critical path;</li> <li>• resource and costs allocation; and</li> <li>• budget planning and earned value management analysis and project baselines.</li> </ul>		
<b>PL-S7</b>	The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 2.</b>		

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**C.1 STRATEGIC IT SECURITY PLANNING AND PROTECTION CONSULTANT, LEVEL 3**

Number	Mandatory Evaluation Criterion	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b>ITSec-S1</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of ten (10) years of cumulative experience in the last fifteen (15) years conducting business function analysis and business impact assessments of the information security practices, protocols, and procedures employed in information systems used in the gathering, analysis, processing, and dissemination of classified and multi-source intelligence products to support tactical, operational, and strategic decision making for large organizations.</p> <p>*A large organization is defined as public or private sector organization of more than 1,000 people. Private sector includes the parent, subsidiaries and other affiliates of the organization.</p>		
<b>ITSec-S2</b>	<p>The Contractor must demonstrate that the proposed resource has completed a minimum of three (3) projects in the last 10 years where they were responsible for the development of security solutions for enterprise wide information systems used in the development and dissemination of classified intelligence products.</p> <p>Each project must meet all of the following criteria: A minimum of 150 days level of effort; and Involved the application of Canadian Federal Government information security policies and procedures specified in ITSG 33 (<a href="https://cyber.gc.ca/en/guidance/it-security-risk-management-lifecycle-approach-itcg-33">https://cyber.gc.ca/en/guidance/it-security-risk-management-lifecycle-approach-itcg-33</a>).</p>		
<b>ITSec-S3</b>	<p>The Contractor must demonstrate that the proposed resource achieves a minimum of 70 points based on the requirements in <b>Grid 2</b>.</p>		

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## Grid 1

RESOURCE CATEGORY AND NAME:				
Criteria	Description	Scoring Method	Score	Reference in the Bid
<b>Relevant Education</b>  <u>Note:</u> <u>Maximum points to be awarded = 20pts</u>	<p>The Contractor should demonstrate that the proposed resource has:</p> <ul style="list-style-type: none"> <li>• A Master's Degree or Ph.D. in Computer Science, Engineering or Project Management*; or</li> <li>• A Bachelor's Degree in Computer Science, Engineering or Project Management* ; or</li> <li>• A College Diploma in Electronics or Project Management*.</li> </ul> <p>*Alternative disciplines may be accepted providing that the Bidder demonstrates the relevancy to the requirements in the SOW.</p>	<p>Master's Degree or Ph.D. = 20 points</p> <p>Bachelor's Degree = 15 points</p> <p>College Diploma = 10 points</p> <p>High School Diploma = 5 points</p> <p>Other Post-Secondary School Training (trade or occupational specialty training) = 2 point for each 3 months</p>		
<b>Relevant Work Experience</b>  <u>Note:</u> <u>Maximum points to be awarded = 45pts</u>	<p>The Contractor should demonstrate that the proposed resource has work experience in a Department or Agency with military, safety, intelligence and/or security responsibilities within the public sector.</p>	<p>3 points for every year of work experience up to a maximum of 45 points</p>		
<b>Relevant Experience with Multi Source Intelligence Collection</b>  <u>Note:</u> <u>Maximum points to be awarded = 25pts</u>	<p>The Contractor should demonstrate that the proposed resource has a minimum of two (2) years of experience developing and disseminating intelligence products from each of the following sources:</p> <ul style="list-style-type: none"> <li>• Open Source;</li> <li>• Technical;</li> <li>• Signals;</li> <li>• Human; and</li> </ul>	<p>Open Source = 5 points</p> <p>Technical = 5 points</p> <p>Signals = 5 points</p> <p>Human = 5 points</p>		

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	<ul style="list-style-type: none"> <li>Weather And Oceanography</li> </ul>	Weather and Oceanography = 5 points		
<b>Maximum Points = 90 points</b>				

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## **Grid 2**

<b>RESOURCE CATEGORY AND NAME:</b>				
<b>Criteria</b>	<b>Description</b>	<b>Scoring Method</b>	<b>Score</b>	<b>Reference in the Bid</b>
<b>Relevant Education</b>  <u>Note:</u> <u>Maximum points to be awarded = 25pts</u>	<p>The Contractor should demonstrate that the proposed resource has:</p> <ul style="list-style-type: none"> <li>• A Master's Degree or Ph.D. in Computer Science, Engineering or Project Management*; or</li> <li>• A Bachelor's Degree in Computer Science, Engineering or Project Management* ; or</li> <li>• A College Diploma in Electronics or Project Management*.</li> </ul> <p>*Alternative disciplines may be accepted providing that the Bidder demonstrates the relevancy to the requirements in the SOW.</p>	<p>Master's Degree or Ph.D. =25 points</p> <p>Bachelor's Degree = 20 points</p> <p>College Diploma = 15 points</p> <p>High School Diploma= 10 points</p> <p>Other Post-Secondary School Training (trade or occupational specialty training) = 2 points for each 3 months</p>		
<b>Relevant Work Experience</b>  <u>Note:</u> <u>Maximum points to be awarded = 45pts</u>	<p>The Contractor should demonstrate that the proposed resource has work experience in a Departments or Agency with military, safety, intelligence and/or security responsibilities within the public sector.</p>	<p>3 points for every year of work experience up to a maximum of 45 points</p>		
<b>Relevant Experience with Capabilities</b>  <u>Note:</u> <u>Maximum points to be awarded = 20pts</u>	<p>The Contractor should demonstrate that the proposed resource has experience with each of the following capabilities:</p> <ul style="list-style-type: none"> <li>• Design, development of systems or applications used in the collecting or disseminating intelligence products;</li> </ul>	<p>1 point per year of experience per capability up to a maximum of 5 points per capability</p>		

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	<ul style="list-style-type: none"> <li>• Design architecting and implementation of networks classified at SECRET or Higher;</li> <li>• Design or development of security solutions for enterprise wide information systems; and</li> <li>• Design, development of systems or applications which integrate multiple data sources to produce more consistent, accurate, and useful information.</li> </ul>			
<b>Maximum Points = 90 points</b>				

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### **Grid 3**

<b>RESOURCE CATEGORY AND NAME:</b>				
<b>Criteria</b>	<b>Description</b>	<b>Scoring Method</b>	<b>Score</b>	<b>Reference in the Bid</b>
<b>Relevant Education</b>  <u>Note:</u> <u>Maximum points to be awarded = 35pts</u>	The Contractor should demonstrate that the proposed resource has: <ul style="list-style-type: none"> <li>• A Bachelor's Degree in Project Management* ; or</li> <li>• A College Diploma in Project Management*; or</li> <li>• Project Management Certification such as PMP, PRINCE2 or PMI.</li> </ul> *Alternative disciplines may be accepted providing that the Bidder demonstrates the relevancy to the requirements in the SOW.	Bachelor's Degree = 35 points  College Diploma = 30 points  Certification = 25 points  High School Diploma= 20 points  Other Post-Secondary School Training (trade or occupational specialty training) = 4 points for each 3 months		
<b>Relevant Work Experience</b>  <u>Note:</u> <u>Maximum points to be awarded = 40pts</u>	The Contractor should demonstrate that the proposed resource has work experience in a Department or Agency with military, safety, intelligence and/or security responsibilities within the public sector.	5 points for every year of work experience up to a maximum of 40 points		
<b>Relevant Experience with Project Management Support Activities</b>  <u>Note:</u> <u>Maximum points to be awarded = 40pts</u>	The Contractor should demonstrate that the proposed resource has experience performing project management support activities. To be acceptable, the experience must demonstrate that a minimum of 50% of the Tasks defined in the SOW were performed.	5 points for every year of work experience up to a maximum of 40 points		
<b>Maximum Points = 115 points</b>				



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**APPENDIX E TO ANNEX A – EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGMENT**

Reference: Defence Administrative Orders and Directives (DAOD) Series 3003  
<http://www.forces.gc.ca/en/about-policies-standards-defence-admin-orders-directives/index.page>

Name of Person (Contractor): \_\_\_\_\_

Name of Company: \_\_\_\_\_

DND Contract Number: **W6369-19X061/001/IPS**

You have been identified by the Canadian Department of National Defence (DND) as an “embedded contractor” with a need to examine, possess or transfer controlled goods and/or controlled technical data as defined in the DAOD 3003-0 regarding controlled goods. “Embedded contractors” are specifically identified individuals under contract to DND working under the day-to-day direction and control of the DND, within a DND establishment.

In accordance with the DAOD 3003-1, Management, Security and Access Requirements Relating to Controlled Goods, “embedded contractors” are permitted to have access to controlled goods and/or controlled technical data on the same basis as DND personnel on the condition that certain criteria are met. Your initials are required next to each of the following items to confirm that you, as an individual, meet these criteria:

- \_\_\_\_\_ (a) You, or your parent company, is registered, or exempt from registration, with the Controlled Goods Directorate at Public Works and Government Services Canada (PWGSC – CGD);
  - (i) Company Name: \_\_\_\_\_
  - (ii) Registration No.: \_\_\_\_\_
  - (iii) Registration Expiry Date: \_\_\_\_\_
- \_\_\_\_\_ (b) You have a specific need to know; and
- \_\_\_\_\_ (c) You maintain a Level II (Secret) clearance issued by the Government of Canada.

By receiving this permission to access controlled material within DND when such access is required, you are under an obligation to comply with all elements of the DAOD 3003-1 with respect to the handling and safeguarding of controlled goods. You are also required to complete all applicable training on controlled goods.

As an “embedded contractor” in DND, you are not permitted to disclose controlled goods or technical data to anyone other than authorized DND personnel who have a need to know, and have a minimum SECRET level clearance. This includes other individuals who have been identified as embedded contractors. You MUST NOT disclose or transfer controlled goods including controlled technical data to any outside third parties, including the company employing you or contracting for your services, unless authorized by the CTAT Office.

Non-compliance with the terms of the DAOD 3003-1 and this letter may result in the denial to access controlled goods/technical data and/or may be considered a default under your current contract and may be subject to violations under the *Defence Production Act* (DPA).

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By signing below, you acknowledge your obligations and responsibilities as an embedded contractor in DND with respect to controlled goods.

I, the undersigned, hereby agree to abide by the terms of this letter and the DAOD 3003.

Signature: \_\_\_\_\_

Name of Contractor (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Name of DND/CAF Commanding Officer/  
Manager (Print): \_\_\_\_\_

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## APPENDIX F TO ANNEX A – NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **W6369-19X061/001/IPS** between Her Majesty the Queen in right of Canada, represented by the Department of National Defence and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: **W6369-19X061/001/IPS**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## ANNEX B - BASIS OF PAYMENT

### INITIAL CONTRACT PERIOD:

Initial Contract Period – Year 1		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.1 Business Analyst	Level 3	
B.2 Business Architect	Level 3	
B.3 Business Consultant	Level 3	
B.7 Business Transformation Architect	Level 3	
I.11 Technology Architect	Level 3	
P.5 Project Executive	Level 3	
I.5 Information Management Architect	Level 3	
I.10 Technical Architect	Level 3	
P.6 Project Administrator	Level 3	
P.8 Project Leader	Level 3	
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	

Initial Contract Period – Year 2		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.1 Business Analyst	Level 3	
B.2 Business Architect	Level 3	
B.3 Business Consultant	Level 3	
B.7 Business Transformation Architect	Level 3	
I.11 Technology Architect	Level 3	
P.5 Project Executive	Level 3	
I.5 Information Management Architect	Level 3	
I.10 Technical Architect	Level 3	
P.6 Project Administrator	Level 3	
P.8 Project Leader	Level 3	
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	

Initial Contract Period – Year 3		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.1 Business Analyst	Level 3	
B.2 Business Architect	Level 3	
B.3 Business Consultant	Level 3	
B.7 Business Transformation Architect	Level 3	
I.11 Technology Architect	Level 3	
P.5 Project Executive	Level 3	
I.5 Information Management Architect	Level 3	
I.10 Technical Architect	Level 3	
P.6 Project Administrator	Level 3	
P.8 Project Leader	Level 3	
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	

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**Option to Extend the Term of the Contract:** This section is only applicable if the optional period is exercised by Canada. During the option period(s) specified below, the Contractor will be paid as follows:

**OPTION PERIODS:**

<b>Option Period 1 – Year 4</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
B.1 Business Analyst	Level 3	
B.2 Business Architect	Level 3	
B.3 Business Consultant	Level 3	
B.7 Business Transformation Architect	Level 3	
I.11 Technology Architect	Level 3	
P.5 Project Executive	Level 3	
I.5 Information Management Architect	Level 3	
I.10 Technical Architect	Level 3	
P.6 Project Administrator	Level 3	
P.8 Project Leader	Level 3	
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	

<b>Option Period 2 – Year 5</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
B.1 Business Analyst	Level 3	
B.2 Business Architect	Level 3	
B.3 Business Consultant	Level 3	
B.7 Business Transformation Architect	Level 3	
I.11 Technology Architect	Level 3	
P.5 Project Executive	Level 3	
I.5 Information Management Architect	Level 3	
I.10 Technical Architect	Level 3	
P.6 Project Administrator	Level 3	
P.8 Project Leader	Level 3	
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	

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## ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Government of Canada  
Gouvernement du Canada

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

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

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

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

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

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

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

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

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

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified

Canada

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Government of Canada  
Gouvernement du Canada

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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### Appendix A to Annex C: Supplemental Security Classification Guide

#### Part A - Multiple Release Restrictions: Security Guide

Canadian Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Not Releasable							
Restricted to: CANADA				X	X	X	X
Permanent Residents Included*							
NATO Information							
Citizenship Restriction	NATO UNCLASSIFIED		NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	
All NATO Countries							
Restricted to: CANADA					X		
Permanent Residents Included*							
Foreign Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Restricted to: CANADA						X	X
Permanent Residents Included*							
COMSEC Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
Not Releasable							
Restricted to:							

\*When release restrictions are indicated, specify if permanent residents are allowed to be included.

#### Part B - Multiple Levels of Personnel Screening: Security Classification Guide

Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task*	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
TSSA SIGINT	One (1) B.1 Business Analyst, Level 3	TSSA SIGINT	CANADA

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TOP SECRET	One (1) B.1 Business Analyst, Level 3	TOP SECRET	CANADA
NATO Secret	One (1) B.1 Business Analyst, Level 3	NATO Secret	CANADA
TSSA SIGINT	One (1) B.2 Business Architect, Level 3	TSSA SIGINT	CANADA
TOP SECRET	One (1) B.2 Business Architect, Level 3	TOP SECRET	CANADA
NATO Secret	One (1) B.2 Business Architect, Level 3	NATO Secret	CANADA
TSSA SIGINT	One (1) B.3 Business Consultant, Level 3	TSSA SIGINT	CANADA
TOP SECRET	One (1) B.3 Business Consultant, Level 3	TOP SECRET	CANADA
NATO Secret	One (1) B.3 Business Consultant, Level 3	NATO Secret	CANADA
TSSA SIGINT	One (1) B.7 Business Transformation Architect, Level 3	TSSA SIGINT	CANADA
TOP SECRET	One (1) B.7 Business Transformation Architect, Level 3	TOP SECRET	CANADA
NATO Secret	One (1) B.7 Business Transformation Architect, Level 3	NATO Secret	CANADA
TSSA SIGINT	One (1) C.1 Strategic IT Security Planning and Protection Consultant, Level 3	TSSA SIGINT	CANADA
TOP SECRET	One (1) C.1 Strategic IT Security Planning and Protection Consultant, Level 3	TOP SECRET	CANADA
NATO Secret	One (1) C.1 Strategic IT Security Planning and Protection Consultant, Level 3	NATO Secret	CANADA

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TSSA SIGINT	One (1) I.11 Technology Architect Level 3	TSSA SIGINT	CANADA
TOP SECRET	One (1) I.11 Technology Architect Level 3	TOP SECRET	CANADA
NATO Secret	One (1) I.11 Technology Architect Level 3	NATO Secret	CANADA
TSSA SIGINT	One (1) P.5 Project Executive, Level 3	TSSA SIGINT	CANADA
TOP SECRET	One (1) P.5 Project Executive, Level 3	TOP SECRET	CANADA
NATO Secret	One (1) P.5 Project Executive, Level 3	NATO Secret	CANADA
TSSA SIGINT	Two (2) I.5 Information Management Architect, Level 3	TSSA SIGINT	CANADA
TOP SECRET	Two (2) I.5 Information Management Architect, Level 3	TOP SECRET	CANADA
NATO Secret	Two (2) I.5 Information Management Architect, Level 3	NATO Secret	CANADA
TSSA SIGINT	Two (2) I.10 Technical Architect, Level 3	TSSA SIGINT	CANADA
TOP SECRET	Two (2) I.10 Technical Architect, Level 3	TOP SECRET	CANADA
NATO Secret	Two (2) I.10 Technical Architect, Level 3	NATO Secret	CANADA
TSSA SIGINT	One (1) P.6 Project Administrator, Level 3	TSSA SIGINT	CANADA
TOP SECRET	One (1) P.6 Project Administrator, Level 3	TOP SECRET	CANADA
NATO Secret	One (1) P.6 Project Administrator, Level 3	NATO Secret	CANADA

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TSSA SIGINT	One (1) P.8 Project Leader, Level 3	TSSA SIGINT	CANADA
TOP SECRET	One (1) P.8 Project Leader, Level 3	TOP SECRET	CANADA
NATO Secret	One (1) P.8 Project Leader, Level 3	NATO Secret	CANADA

<b>Part C – Safeguards / Information Technology (IT) Media – 11d = yes</b>
IT security requirements must be specified in a separate technical document and submitted with the SRCL

**OTHER SECURITY INTRUCTIONS**

N/A
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### ATTACHMENT 3.1 – BID SUBMISSION FORM

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b>  [see the Standard Instructions 2003]  [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?  Yes ____ No ____

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	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
<b>Security Clearance Level of Bidder</b> [include both the level and the date it was granted]  [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]	<b>LEVEL</b>	<b>DATE GRANTED</b>
<b>Controlled Goods Registration Number</b>  [Note to Bidders: Please enter the Controlled Goods Registration number assigned to the legal entity submitting a bid.]		
<b>Bidder's Board of Directors</b>	The following is a list of the Bidder's Board of Directors. In the event of a Joint Venture, a list of each BOD should be provided (separate attachments permitted)	
<b>Title (include organization if JV)</b>	<b>Name of Board Member</b>	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:		
1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;		
2. This bid is valid for the period requested in the bid solicitation;		
3. All the information provided in the bid is complete, true and accurate; and		
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
<b>Signature of Authorized Representative of Bidder</b>		
<b>Date</b>		

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### **ATTACHMENT 3.2 – ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

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### ATTACHMENT 3.3 – CUSTOMER REFERENCE CONTACT INFORMATION FORM

<b>Customer Reference Contact Information:</b>	
Name of client organization: _____	
Name of client: _____	
Client's title: _____	
Client telephone n°: _____	
Email address: _____	
<b>Contract Information:</b> The Bidder must provide with this Form a copy of the reference contract.	
Contract n°: _____	
Start date: _____ End date: _____	
Total contract value (excluding Applicable Taxes and not including amendments): _____	
Core categories provided: _____	
By signing below, the Bidder certifies that the information provided in this Form is accurate.	
Signature of authorized representative of the Bidder:	Name: _____
	Title: _____
	Signature: _____
	Date: _____

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## ATTACHMENT 4.1 - MANDATORY TECHNICAL CRITERIA

The Bidder's proposal must meet all MANDATORY requirements listed below. Bidders must complete the grid and clearly substantiate how the Bidder meets each of these mandatory criteria.

For all experience claimed, Bidders must provide a brief description of the roles and responsibilities, the name and description of the client organization and include a current reference (name, email address and phone number) who can validate the information provided. In providing this information, the bidder acknowledges and consents to the fact that Canada may confirm the validity of the information provided by contacting the client reference.

\*Current contracts may be used to demonstrate the following criteria provided that they meet all the elements requested by the RFP publication date.

\*\* A Sample Form has been provided in Attachment 3.3 and is intended to be used as a sample to demonstrate the suggested format and required content to be provided by Bidders.

THE BIDDER			
#	Mandatory Technical Criteria	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b>MT1.1</b>	<p>The Bidder must demonstrate experience leading two (2) distinct Project Management (PM) Contracts within the last five (5) years. The following criteria must be met in order to demonstrate experience:</p> <ul style="list-style-type: none"> <li>a. The value of the Project Management activities on each Contract must be, at a minimum, \$2M CAD;</li> <li>b. The duration of each Contract must be for a minimum of two (2) consecutive years (Note: the duration does not include Option Periods that have not been exercised); and</li> <li>c. For each Contract, the Bidder must have provided a team of a minimum of four (4) Project Management Services and Business Services related resources (for example: Project Managers, Project Schedulers, Project Executives, Project Administrators, Business Consultants, Business Analysts and or Project Leaders).</li> </ul>		<p>The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/responsibilities, the stated qualifications/experience were obtained.</p>
<b>MT1.2</b>	<p>The Bidder must demonstrate a minimum of five (5) years of cumulative experience within the last ten (10) years providing similar services as described in Sections 4 and 5 of Annex "A" – Statement of Work (SOW).</p> <p>In order to demonstrate their experience, the Bidder must provide a summary of the</p>		<p>The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/responsibilities, the stated qualifications/experience were obtained.</p>

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	<p>activities and responsibilities that include, at a minimum, each of the following:</p> <p>a. Activities and responsibilities resulted in the development of processes and procedures used in the development and dissemination of intelligence or cyber security products in a multi-jurisdictional/multi-departmental environment;</p> <p>Note: Multi-jurisdictional/multi-departmental is defined as Departments and Agencies from military, safety and/or security organizations within the public sector of Canada or its closest Allies (e.g. NATO countries, Australia or New Zealand).</p> <p>b. Support to projects or initiatives valued at a minimum of \$5M that progressed from a planning phase and were approved for implementation;</p> <p>c. Development, testing and implementation of new capabilities to support information gathering; and</p> <p>d. Analysis and processing of information gathered from multi-source intelligence collection as specified in Section 2.1.1 of the SOW.</p>		
<b>MT1.3</b>	<p>The Bidder must submit CV's for the following core resources (total of 4 CVs) in their bid that meet the respective mandatory criteria and meet or exceed the minimum score required as identified in Appendix C to Annex A.</p> <p>The Bidder must submit the following CVs (total of 4 CVs) in their bid:</p> <p>a. B.1 Business Analyst, Level 3;</p> <p>b. B.3 Business Consultant, Level 3;</p> <p>c. I.11 Technology Architect, Level 3; and</p> <p>d. P.5 Project Executive, Level 3.</p>		<p>The Bidder must submit resumes and complete the corresponding response Grids in Appendix C to Annex A with complete details as to where, when (month and year), and how, through which activities/responsibilities, the stated qualifications/experience were obtained for each of the proposed core team members.</p>

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## ATTACHMENT 4.2 - POINT-RATED TECHNICAL CRITERIA

### 1.0 THE BIDDER

#	Rated Requirements	Scoring Method	Max Score	Reference to additional Substantiating Materials included in Bid
RT1.1	<p>The Bidder should demonstrate that it has successfully managed at least five (5) Project Management (PM) related Contracts valued in excess of \$2M for any of the following: Federal Government Departments, Crown Corporations, and/or supporting Defence Contractor (250 employees or more) within the past five (5) years prior to the RFP publication date.</p> <p>Note: The Contracts referenced in requirement MT1.1 may be used for this requirement.</p>	<p>CFINTCOM, CANSOFCOM or ADM(IM) organizations within the Department of National Defence = 10 points per Contract</p> <p>Other organizations within the Department of National Defence/Canadian Armed Forces (DND/CAF) = 8 points per Contract</p> <p>Communication Security Establishment (CSE) or Canadian Security Intelligence Service (CSIS) = 8 points per Contract</p> <p>Federal Government Crown Corporation = 6 points per Contract</p> <p>Defence industry contractor (with employees of 250 or more) = 4 points per Contract</p>	50 pts	The Bidder should submit a summary with complete details including Contract Number, Customer Name and Contact Information (email), when (month and year), and how, through which activities/responsibilities, the stated qualifications/experience were obtained.
RT1.2	<p>The Bidder should have demonstrated corporate experience in the conduct of Project Management support activities such as requirements definition, planning of costs and resources, quality assurance management, and procurement activities within the past 3 years prior to the RFP publication date.</p> <p>Note: Multiple Contracts may be used in concurrency. Existing</p>	<p>Up to 15 months of experience = 5 points</p> <p>More than 15 to 30 months of experience = 10 points</p> <p>More than 30 to 45 months of experience = 15 points</p>	25 pts	The Bidder should submit a summary with complete details including Contract Number, Customer Name and Contact Information (email), when (month and year), and how, through which activities/responsibilities, the stated qualifications/experience were obtained.

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	contracts may be used provided the qualifications have been met by the RFP publication date.	More than 45 to 60 months of experience = 20 points  More than 60 months of experience = 25 points		
<b>RT1.3</b>	The Bidder should demonstrate the contracts provided in response to requirement RT1.1 had a security requirement.  Note: The Contracts referenced in requirements MT1.1 and RT1.1 may be used for this requirement.	TOP SECRET SIGINT or Special Access: 5 points per Contract  TOP SECRET: 3 points per Contract  SECRET: 1 point per Contract  Less than SECRET: 0 points per Contract	25 pts	The Bidder should submit a summary with complete details including Contract Number, Customer Name and Contact Information (email), when (month and year), and how, through which activities/ responsibilities, the stated qualifications/experience were obtained. The security level of TOP SECRET and involving Sensitive Compartmentalized Information (i.e. Special Access, SIGINT, etc.) must be demonstrated within the summary.  OR  The Bidder should submit a copy of the Security Requirement Checklist (SRCL) for each Contract, demonstrating the security level of TOP SECRET and involving Sensitive Compartmentalized Information (i.e. Special Access, SIGINT, etc.) and the Contract Number.
	<b>Minimum Points = 70 points</b>			
	<b>Maximum Points = 100 points</b>		<b>100 pts</b>	

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**2.0 THE PROPOSED RESOURCES**

#	Rated Requirements	Scoring Method	Max Score	Reference to additional Substantiating Materials included in Bid
RT2.1	<p>The value of total points in excess of the minimum score attributed to the Bidder's proposed <b>Business Analyst, Level 3</b> in response to Mandatory Criteria MT1.3.</p> <p>*The evaluation of the proposed resource will be in accordance with the resource's corresponding Grid in Appendix C to Annex A.</p>	Every point in excess of the 70 point minimum required score = 1 point up to a maximum of 15 points	15 pts	
RT2.2	<p>The value of total points in excess of the minimum score attributed to the Bidder's proposed <b>Business Consultant, Level 3</b> in response to mandatory Criteria MT1.3.</p> <p>*The evaluation of the proposed resource will be in accordance with the resource's corresponding Grid in Appendix C to Annex A.</p>	Every point in excess of the 70 point minimum required score = 1 point up to a maximum of 15 points	15 pts	
RT2.3	<p>The value of total points in excess of the minimum score attributed to the Bidder's proposed <b>Technology Architect, Level 3</b> in response to mandatory Criteria MT1.3.</p> <p>*The evaluation of the proposed resource will be in accordance with the resource's corresponding Grid in Appendix C to Annex A.</p>	Every point in excess of the 70 point minimum required score = 1 point up to a maximum of 15 points	15 pts	
RT2.4	<p>The value of total points in excess of the minimum score attributed to the Bidder's proposed <b>Project Executive, Level 3</b> in response to mandatory Criteria MT1.3.</p> <p>*The evaluation of the proposed resource will be in accordance with the resource's corresponding Grid in Appendix C to Annex A.</p>	Every point in excess of the 70 point minimum required score = 1 point to a maximum of 15 points	15 pts	

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	<b>Minimum Points = 42 points</b>			
	<b>Maximum Points = 60 points</b>		<b>60 pts</b>	

3.0 Summary Table			
Source	Criteria	Max Points	Score
1.0	Corporate Point Rated	100	
2.0	Resources Point Rated	60	
	<b>TOTAL POINT RATED</b>	<b>160</b>	
	<b>Technical Score (%)</b> <i>= (Total Score/Maximum Score) x 70</i>	<b>70%</b>	

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## ATTACHMENT 4.3 - PRICING SCHEDULE

### Initial Contract Period:

Initial Contract Period – Year 1		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.1 Business Analyst	Level 3	\$
B.2 Business Architect	Level 3	\$
B.3 Business Consultant	Level 3	\$
B.7 Business Transformation Architect	Level 3	\$
I.11 Technology Architect	Level 3	\$
P.5 Project Executive	Level 3	\$
I.5 Information Management Architect	Level 3	\$
I.10 Technical Architect	Level 3	\$
P.6 Project Administrator	Level 3	\$
P.8 Project Leader	Level 3	\$
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	\$

Initial Contract Period – Year 2		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.1 Business Analyst	Level 3	\$
B.2 Business Architect	Level 3	\$
B.3 Business Consultant	Level 3	\$
B.7 Business Transformation Architect	Level 3	\$
I.11 Technology Architect	Level 3	\$
P.5 Project Executive	Level 3	\$
I.5 Information Management Architect	Level 3	\$
I.10 Technical Architect	Level 3	\$
P.6 Project Administrator	Level 3	\$
P.8 Project Leader	Level 3	\$
C.1 Strategic IT Security Planning and Protection Consultant	Level 3	\$

Initial Contract Period – Year 3		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.1 Business Analyst	Level 3	\$
B.2 Business Architect	Level 3	\$
B.3 Business Consultant	Level 3	\$
B.7 Business Transformation Architect	Level 3	\$
I.11 Technology Architect	Level 3	\$
P.5 Project Executive	Level 3	\$
I.5 Information Management Architect	Level 3	\$

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I.10 Technical Architect	<b>Level 3</b>	\$
P.6 Project Administrator	<b>Level 3</b>	\$
P.8 Project Leader	<b>Level 3</b>	\$
C.1 Strategic IT Security Planning and Protection Consultant	<b>Level 3</b>	\$

**Option Periods:**

<b>Option Period – Year 4</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
B.1 Business Analyst	<b>Level 3</b>	\$
B.2 Business Architect	<b>Level 3</b>	\$
B.3 Business Consultant	<b>Level 3</b>	\$
B.7 Business Transformation Architect	<b>Level 3</b>	\$
I.11 Technology Architect	<b>Level 3</b>	\$
P.5 Project Executive	<b>Level 3</b>	\$
I.5 Information Management Architect	<b>Level 3</b>	\$
I.10 Technical Architect	<b>Level 3</b>	\$
P.6 Project Administrator	<b>Level 3</b>	\$
P.8 Project Leader	<b>Level 3</b>	\$
C.1 Strategic IT Security Planning and Protection Consultant	<b>Level 3</b>	\$

<b>Option Period – Year 5</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
B.1 Business Analyst	<b>Level 3</b>	\$
B.2 Business Architect	<b>Level 3</b>	\$
B.3 Business Consultant	<b>Level 3</b>	\$
B.7 Business Transformation Architect	<b>Level 3</b>	\$
I.11 Technology Architect	<b>Level 3</b>	\$
P.5 Project Executive	<b>Level 3</b>	\$
I.5 Information Management Architect	<b>Level 3</b>	\$
I.10 Technical Architect	<b>Level 3</b>	\$
P.6 Project Administrator	<b>Level 3</b>	\$
P.8 Project Leader	<b>Level 3</b>	\$
C.1 Strategic IT Security Planning and Protection Consultant	<b>Level 3</b>	\$

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## ATTACHMENT 5.1 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

A1. The Bidder certifies having no work force in Canada.

A2. The Bidder certifies being a public sector employer.

A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).

A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

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