





## TABLE OF CONTENTS

### PART 1 – GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefing

### PART 2 – BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Enquiries – Bid Solicitation
- 2.5 Applicable Laws
- 2.6 Improvement of Requirement during Solicitation Period
- 2.7 Bid Challenge and Recourse Mechanisms

### PART 3 – BID PREPARATION INSTRUCTION

- 3.1 Bid Preparation Instructions
- 3.2 Section I: Technical Bid
- 3.3 Section II: Financial Bid
- 3.4 Section III: Certifications

### PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Technical Evaluation
- 4.3 Financial Evaluation
- 4.4 Basis of selection

### PART 5 – CERTIFICATIONS

- 5.1 Certifications Required with Bid
- 5.2 Certifications Precedent to Contract Award

### PART 6 – SECURITY REQUIREMENTS

- 6.1 Security Requirements

### PART 7 – RESULTING CONTRACT CLAUSES

- 7.1 Statement of Work
- 7.2 Standard Clauses and Conditions
- 7.3 Security Requirement
- 7.4 Contract Period
- 7.5 Authorities
- 7.6 Proactive Disclosure of Contracts with Former Public Servants
- 7.7 Payment
- 7.8 Invoicing Instructions
- 7.9 Certifications and Additional Information
- 7.10 Applicable Laws
- 7.11 Priority of Documents
- 7.12 Foreign Nationals (Canadian Contractor)
- 7.13 Foreign Nationals (Foreign Contractor)
- 7.14 Joint Venture
- 7.15 Professional Services – General
- 7.16 Representations and Warranties
- 7.17 Dispute Resolution

### List of annexes

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REQUEST FOR PROPOSAL

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**ANNEX A**  
Statement of Work

**ANNEX B**  
Basis of Payment

**Annex C**  
Security Requirement Check List (SRCL)

**List of Attachments to Part 3 (Bid Preparation Instructions) :**  
Attachment 3.1 : Bid Submission Form

**List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection) :**  
Attachment 4.1 : Bid Evaluation Criteria

**List of Attachments to Part 5 (Certifications) :**  
Attachment 5.1 : Certifications



REQUEST FOR PROPOSAL

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**PART 1 – GENERAL INFORMATION**

**1.1 INTRODUCTION**

This bid solicitation # 9K001-S22-0121 is divided into seven parts plus annexes and, attachments as follows:

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

The annexes include the Statement of Work, the Basis of Payment, the Security Requirement Check List (SRCL), Bid Evaluation Criteria, the Bid Submission Form and the Certifications.

**1.2 SUMMARY**

- a. This bid solicitation is being issued to satisfy the requirement of Canada Economic Development for Quebec Regions, (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 the first year, six (6) months, plus two (2) one-year irrevocable options of one year each, allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "**Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders**" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The period of the Contract is from October 22<sup>nd</sup>, 2021 until March 31<sup>st</sup>, 2022 inclusively.
- e. 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 Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), the Canada-Panama Free Trade Agreement (CPanFTA), The Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA) and, if it is in force.
- f. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the Quebec region under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five (5) days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment.



REQUEST FOR PROPOSAL

- COMPUTACENTER TERAMACH INC.
  - Deloitte Inc.
  - DLS Technology Corporation
  - Donna Cona Inc.
  - Eagle Professional Resources Inc.
  - Eclipsys Solutions Inc.
  - IBISKA Telecom Inc.
  - IPSS Inc.
  - Louis Tanguay Informatique Inc.
  - Modis Canada Inc.
  - Unisys Canada Inc.
  - Veritaaq Technology House Inc.
- g. 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.
- h. The Resource Category described below are required on an as and when requested basis in accordance Annex "A" of the TBIPS RFSA:

TBIPS ID	Resource category	Level of Expertise TBIPS	Estimated number of Resources required
I.11	Technology Architect	Level 3 - Senior	1

**1.3 DEBRIEFING**

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

**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](#) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The [2003](#) (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation, If there is a conflict between the provisions of 2003 and this document, this document prevails.

**2.2 SUBMISSION OF BIDS**

Bids must be submitted only to Canada Economic Development (CED) for Quebec Regions by the date and time indicated on page 1 of the bid solicitation.

Bidders must send their bid to the Contracting Authority by email to [approvisionnement@dec-ced.gc.ca](mailto:approvisionnement@dec-ced.gc.ca)



REQUEST FOR PROPOSAL

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**2.3 FORMER PUBLIC SERVANT** *[Complete this section]*

**a. Information Required**

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

**b. Definition**

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.

The « 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.

**a. Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Offerors agree that the successful Offeror'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](#).

**b. Work Force Adjustment Directive**

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

If so, the Offeror 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 ;



REQUEST FOR PROPOSAL

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

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

## 2.4 ENQUIRIES – BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than 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 to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.5 APPLICABLE LAWS

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

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

## 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.

## 2.7 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



REQUEST FOR PROPOSAL

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**PART 3 – BID PREPARATION INSTRUCTIONS**

**3.1 BID PREPARATION INSTRUCTIONS**

- a. The bid must be gathered per section and separated as follows:

Section I: Technical Bid (1 electronic copy by email)  
Section II: Financial Bid (1 electronic copy by email)  
Section III: Certifications (1 electronic copy by email)  
Section IV: Additional Information

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

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

- i. use a numbering system that corresponds to the bid solicitation;
- ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iii. Include a table of contents.
- iv. Soft copies will be accepted in any of the following electronic formats:
  - Portable Document Format .pdf
  - Microsoft Word 97/2000 (.doc)

- c. **Submission of Only One Bid:**

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

- d. **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.



REQUEST FOR PROPOSAL

- 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, 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**

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form in Attachment 3.1 – Part 3 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

**SECURITY INFORMATION :**

Name of individual as it appears on security clearance application form: \_\_\_\_\_

Level of security clearance obtained: \_\_\_\_\_

Validity period of security clearance obtained: \_\_\_\_\_

Security Screening Certificate and Briefing Form file number: \_\_\_\_\_

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



REQUEST FOR PROPOSAL

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iii. **Substantiation of Technical Compliance:**

The technical bid must substantiate the compliance with the specific articles of Attachment 4.1 – Part 4 – Bid 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 product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the “Reference” column of Attachment 4.1 – Part 4 – Bid 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. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 4.1 – Part 4 – **Bid Evaluation Criteria**. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
- B. For 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.
- C. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

**3.3 SECTION II : FINANCIAL BID**

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex “B” of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive hourly rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **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.

**3.4 SECTION III : CERTIFICATIONS**

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



**ATTACHMENT 3.1 – PART 3  
TBIPS BID SUBMISSION FORM**

<i>(TO BE FILLED IN BY BIDDER)</i>	
<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> <i>[see the Standard Instructions 2003]</i>	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	As per TBIPS Holder Supply Arrangement.
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p>
<b>Security Clearance Level of Bidder</b>  <i>[include both the level and the date it was granted]</i>  i. Name of Individual as it appears on security clearance application:  ii. Level of security clearance obtained and expiry date:  iii. Security Screening Certificate and Briefing Form file number	<p>i.</p> <p>ii.</p> <p>iii.</p>
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>This bid is valid for the period requested in the bid solicitation;</li> <li>All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>	
<b>Signature of Authorized Representative of Bidder</b>	



REQUEST FOR PROPOSAL

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## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of CED representatives will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
  - i. **Requests for Clarifications** : If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

### 4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1 – Part 4 – Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 – Part 4 – Bid Evaluation Criteria.

### 4.3 FINANCIAL EVALUATION

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Bidder must be able to provide a proposal based on a firm all-inclusive hourly rate in accordance with the detailed pricing schedule in Annex B. To meet this requirement, the Bidder must complete the Annex B – Basis of Payment and include it in his financial bid.

### 4.4 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE

1. To be declared responsive, a bid must:
  - a. Comply with all the requirements of the bid solicitation; and
  - b. Meet all mandatory criteria; and
  - c. Obtain the required minimum of 90 points overall for the technical evaluation criteria. The rating is performed on a scale of 200 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.



REQUEST FOR PROPOSAL

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection – Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000	\$50,000	\$45,000
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83,84	75,56	80,89
Overall Rating		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>



REQUEST FOR PROPOSAL

**ATTACHMENT 4.1 – PART 4  
EVALUATION CRITERIA**

**Mandatory Technical Criteria**

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

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

#	MANDATORY TECHNICAL CRITERIA	CRITERIA SATISFY (YES OR NO)	REFERENCE (page confirming that criteria was met)
M1.	Recent and significant experience in managing in developing technical architecture, frameworks and strategies for Cloud technologies to meet business and application requirements  *Recent and significant means at least 3 years' experience within the past 5 years		
M2.	Recent experience in implementing and supporting cloud-based infrastructure initiatives hosted in Microsoft Azure environment  * Recent means within the past 3 years		
M3.	Recent experience in monitoring the performance of Azure apps and services, performing audits, and proactively working to optimize functionality.  * Recent means within the past 3 years		
M4.	Recent experience in implementing and supporting Azure Networking (DNS Zoning, Traffic Flows, Storage, Routing Tables, Gateways, Network Security Groupings, etc.)  * Recent means within the past 3 years		

**Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

The Bidder must provide and describe the necessary documentation to support compliance with this requirement. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately. The marking scheme for each criterion is shown in the table below.



REQUEST FOR PROPOSAL

#	CRITERIA RATED BY POINTS	MAXIMUM OF POINTS AWARDED	MINIMUM OF POINTS REQUIRED	POINTS AWARDED	REFERENCE (page confirming that criteria was met)
R1.	Workload migration to the Cloud <ul style="list-style-type: none"> <li>10 points per project submitted</li> <li>Minimum 3 projects</li> <li>Maximum 5 projects</li> </ul>				
	<b>Total :</b>	<b>50</b>	<b>30</b>		
R2.	Azure Front Door (architecture, deployment and maintenance)10 points per project submitted <ul style="list-style-type: none"> <li>10 points per project submitted</li> <li>Minimum 1 project</li> <li>Maximum 2 projects</li> </ul>				
	<b>Total :</b>	<b>20</b>	<b>10</b>		
R3.	Azure network topologies (architecture, documenting, deployment and maintenance) <ul style="list-style-type: none"> <li>10 points per project submitted</li> <li>Minimum 3 projects</li> <li>Maximum 5 projects</li> </ul>				
	<b>Total :</b>	<b>50</b>	<b>30</b>		
R4.	Implementation of security Guardrails in Azure (architecture, documenting, deployment and maintenance) <ul style="list-style-type: none"> <li>10 points per project submitted</li> <li>Minimum 1 project</li> <li>Maximum 2 projects</li> </ul>				
	<b>Total :</b>	<b>20</b>	<b>10</b>		
R5.	Implement a strategy for managing Azure <ul style="list-style-type: none"> <li>10 points per project submitted</li> <li>Minimum 1 project</li> <li>Maximum 5 projects</li> </ul>				
	<b>Total :</b>	<b>50</b>	<b>10</b>		
R6.	Implementation of Azure monitor to supervise the infrastructure network <ul style="list-style-type: none"> <li>10 points per project</li> </ul>				
	<b>Total :</b>	<b>10</b>	<b>0</b>		
Maximum of points rated for the technical criteria:		<b>200</b>			
Minimum of points rated for the technical criteria:			<b>90</b>		
		<b>Your result :</b>			



REQUEST FOR PROPOSAL

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**PART 5 – CERTIFICATIONS**

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

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

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

**5.1 CERTIFICATIONS REQUIRED WITH BID**

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

**5.1.1 Integrity Provisions - Declaration of Convicted Offences (*does not apply*)**

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

**5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting. Please sign attachment 5.1 – Part 5 – Certifications.

**a. Professional Services Resources**

- i. By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- ii. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- iii. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**b. Certification of language – Bilingual 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 both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

**c. Submission of Only One Bid**

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



**ATTACHMENT 5.1 – PART 5  
CERTIFICATIONS**

The following certifications must be signed and attached to the Contractor's bid at the time of submission to Canada.

**1. CERTIFICATION OF STUDY AND EXPERIENCE**

The Bidder certifies that it has verified all the information provided in the résumés and supporting documents submitted with its bid, specifically the information relating to the achievements, experience and employment history, and that these include are accurate. In addition, the Bidder warrants that each person he or she is responsible for is responsible for performing the work specified in the resulting contract.

\_\_\_\_\_  
Print Name and Signature of Authorized Person

\_\_\_\_\_  
Date

**2. CERTIFICATION OF STAFF AVAILABILITY**

The Bidder certifies that, if he obtains the resulting contract from the bid solicitation, each individual proposed in his bid will be available to perform the Work, as requested by the representatives of Canada, at the time specified in the bid solicitation or agreed with the latter.

\_\_\_\_\_  
Print Name and Signature of Authorized Person

\_\_\_\_\_  
Date

**3. CERTIFICATION OF STAFF REGULATIONS**

If the Bidder has proposed a person who is not an employee of the Bidder, the Bidder certifies, by submitting a bid, that it has the permission of the individual to provide its services for the performance of the Work and to submit his résumé in 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 its availability. Failure to respond to the request could result in the bid being declared non-responsive.

\_\_\_\_\_  
Print Name and Signature of Authorized Person

\_\_\_\_\_  
Date

**4. CERTIFICATION OF LANGUAGE – BILINGUAL ESSENTIAL**

The Bidder certifies that, if he obtains the resulting contract from the bid solicitation, each person proposed in his bid must be able to speak fluently in both official languages of Canada (French and English). The proposed person must communicate verbally and in writing (French and English) without assistance and with few errors

\_\_\_\_\_  
Print Name and Signature of Authorized Person

\_\_\_\_\_  
Date



REQUEST FOR PROPOSAL

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## PART 6 – SECURITY REQUIREMENTS

### 6.1 SECURITY REQUIREMENTS

- a. At the date of bid closing, the following conditions must be met:
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
  - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;
  - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html) of <http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html> website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

## PART 7 – RESULTING CONTRACT CLAUSES

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

### 7.1 STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

### 7.2 STANDARD CLAUSES AND CONDITIONS

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

- a. **General Conditions :**  
[2035](#) (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

### 7.3 SECURITY REQUIREMENTS

- 7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

#### SECURITY REQUIREMENTS FOR CANADIAN SUPPLIER: PWGSC FILE # 9K001-S22-0121

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved document safeguarding at the level of **protected B**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. The contractor **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected B**
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
5. The contractor/offeror must comply with the provisions of the:
  1. Security Requirements Check List and security guide (if applicable), attached at Annex C
  2. Contract Security Manual (latest edition)



REQUEST FOR PROPOSAL

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**7.4 CONTRACT PERIOD**

The period of the Contract is from October 22<sup>nd</sup>, 2021 to March 31<sup>st</sup>, 2022 inclusive.

**7.4.1 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-year period(s) each, under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

**7.5 AUTHORITIES**

a. **Contracting Authority**

The Contracting Authority for the Contract is:

**Cecilia Phuong Thu Ho**  
Procurement and Contract Agent  
Canada Economic Development  
for Quebec Regions  
800, boul. René-Lévesque Ouest – Bureau 500  
Montréal (Québec) H3B 1X9  
514-346-8484  
[cecilia-phuong-thu.ho@dec-ced.gc.ca](mailto:cecilia-phuong-thu.ho@dec-ced.gc.ca)

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

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

The Technical Authority for the Contract is:

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

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

c. **Contractor's Representative** *[Complete this section]*

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



REQUEST FOR PROPOSAL

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**7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS**

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

**7.7 PAYMENT**

**a. Basis of Payment**

- i. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, 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.  
Estimated Cost: 200\$/hours (Class D Estimation)
- ii. **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- 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. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

**b. Limitation of Expenditure:**

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Goods and Services Tax, or Provincial Sales Tax or Harmonized Sales Tax is included, if applicable.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - A. It is 75 percent committed, or
  - B. 4 months before the Contract expiry date, or
  - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work;whichever comes first.
- iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.



REQUEST FOR PROPOSAL

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**c. Method of Payment – Multiple Payments:**

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

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

**d. Electronic Payment of Invoices – Contract**

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

- i. Direct Deposit (Domestic and International)

**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 Contract must repay any overpayment, at Canada's request.

**7.8 INVOICING INSTRUCTIONS**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) A copy of time sheets to support the time claimed

2. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

**7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION**

**7.9.1 COMPLIANCE**

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

**7.10 APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

**7.11 PRIORITY OF DOCUMENTS**

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

- a. these Articles of Agreement,
- b. General Conditions 2035 (2020-05-28);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirement Check List (SRCL);
- f. Supply Arrangement Number EN578-170432/xxx/EI (the "**Supply Arrangement**");
- g. The Contractor's bid dated: \_\_\_\_\_ (*will be completed upon the award of the contract*).



REQUEST FOR PROPOSAL

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**7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)**

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

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

**7.13 FOREIGN NATIONALS (FOREIGN CONTRACTOR)**

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

**7.14 JOINT VENTURE**

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:
- 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.*

**7.15 PROFESSIONAL SERVICES – GENERAL**

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten (10) working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

**Replacement of Specific Individuals**

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the



REQUEST FOR PROPOSAL

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replacement, within ten (10) working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

- A. the name, qualifications and experience of a proposed replacement immediately available for Work; and;
- B. security information on the proposed replacement as specified by Canada, if applicable.

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

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - A. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or;
  - B. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c)
3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay» Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

#### 7.16 REPRESENTATIONS AND WARRANTIES

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

#### 7.17 DISPUTE RESOLUTION

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

#### ANNEX « A »



## STATEMENT OF WORK

### INFORMATION MANAGEMENT CONSULTANT

#### 1. About the Agency

The mandate of Canada Economic Development for Quebec Regions (CED) is to promote the economic development of Quebec's regions, giving special attention to those where economic growth is slow and employment opportunities inadequate, with the long-term goal of increasing prosperity and employment.

To promote regional development in Quebec, CED creates, guides and supports development projects using a variety of intervention tools, such as financial assistance, the dissemination of economic information and economic facilitation activities. The Agency works with a clientele made up primarily of SMEs and non-profit organizations that provide services for businesses.

In fulfilling its mandate, CED seeks to achieve a strategic outcome, namely that the economy of the regions of Quebec is competitive and diversified. Further information about CED's mandate and activities can be found at the following address: <http://www.dec-ced.gc.ca/>.

#### 2. Background

The Information and Technological Solutions Branch and the Chief Information Officer are seeking an Azure Cloud Architect for the On-premises and Cloud environment. The need associated with this mandate is essentially for a bank of hours to support our internal contractor in specific and highly specialized tasks. The mandated contractor will be required to perform various tasks on the existing IM/IT Infrastructure such as:

In addition to designing, managing and administering the IM/IT Infrastructure, the contractor will also be responsible for ensuring the consistency, quality, security and ongoing availability of information

#### 3. Description of the IT environment of the project

The IM/IT environment is governed by Active Directory On-premises and is interconnected with the Azure environment.

#### 4. Objectives

The contractor will report to the Information and Technology Solutions Branch and will perform development and support functions. The objective of this project is to assist in the development of the IM/IT infrastructure in the cloud space. The resource will also be responsible for overseeing the migration of workloads from on-premises to the cloud in compliance with ITSG-33 standards by the Canadian Cyber Security Centre. Additionally, the Cloud Architect will be responsible for ensuring that critical applications are designed and optimized for high availability and disaster recovery.

#### 5. Duties

The contractor will have these responsibilities but are not limited to:

##### 1. IM/IT Infrastructure

- Develop technical architectures, frameworks and strategies to meet the business and application requirements
- Analyze and evaluate alternative technology solutions to meet business problems
- Identify the policies and requirements that drive out a particular solution
- Monitor industry trends to ensure that solutions fit with government and industry directions for technology
- Ensures the integration of all aspects of technology solutions
- Perform impact analysis of technology changes
- Provide information, direction and support for emerging technologies
- Provide support to applications and/or technical support teams in the proper application of existing infrastructure
- Review application and program design or technical infrastructure design to ensure adherence to standards and to recommend performance improvements



## REQUEST FOR PROPOSAL

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- Provide support and technical governance, expertise related to cloud architectures, deployment, and operations
  - Implement cost-control strategies
2. Knowledge transfer
- To ensure the transfer of knowledge, the contractor must, upon request, give presentations to a range of audiences on the various components/modules/functionalities.
  - Ensure the transfer of knowledge relating to new items, functionalities or behaviours that are specific to requirements
3. Mentoring
- Lead the definition and development of cloud reference architecture and management systems
  - Act as the coach and mentor to team members and technical staff on their assigned project tasks
  - Conduct product work reviews with team members

### 6. Requirements concerning performance of work

The mandate must be carried out on a schedule of 5 days a week (37.5 hours a week) during CED business hours, i.e., between 8 a.m. and 5 p.m. A workday is 7.5 hours. The estimated duration of the work must be determined according to the availability of the contractor.

CEDQ will have the ability to extend the contract up to 2 additional years under the same terms and conditions.

The work will be done remotely.

### 7. Experience required

The Cloud Architect is responsible for leading the creation of a technology framework and providing technical leadership in support of CEDQ's initiatives in cloud computing and automation, with a focus on the design of systems and services that run on cloud platforms.

The position requires strong team skills and must be able to collaborate effectively with a group of high performing individuals.

The ideal candidate will need to have these experiences or qualifications:

- Mandatory experience with Windows server 2008 and +
- Mandatory experience with Microsoft Azure and its sub-components
- Mandatory experience with workload migrations to the Cloud.
- Knowledge of all components of a technical architecture
- Strong understanding of network architecture and application development methodologies
- Strong understanding of Software Development Lifecycle methodologies

### 8. Asset Qualifications

Asset Qualifications are qualifications that are not essential to perform the work, but that, now or in the future, may benefit the organization and be an enhancement in terms of the work to be performed.

The resource could have these asset qualifications but are not limited to:

- Experience with other Cloud platform such AWS.
- Good understanding of databases
- Good understanding of storage
- Good understanding of IT Security
- Good understanding of PowerShell
- Bilingualism (French & English)



REQUEST FOR PROPOSAL

**ANNEX « B »**

**BASIS OF PAYMENT**

**Basis of Payment – Firm Hourly Rates**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Applicable Taxes are extra.

**A- CONTRACT PERIOD – From October 22<sup>nd</sup>, 2021 and ends on March 31<sup>st</sup>, 2022**

TBIPS ID	Resource Category	Name	Firm Hourly Rate
I.11	Technology architect Level 3 – Senior		\$

**Definition of a Day/Proration**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked.

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

**B- OPTION TO EXTEND THE CONTRACT**

This section applies only if the option to extend the contract is exercised by Canada. During the extended contract period specified below, the Contractor will be paid as specified below to perform all work related to the extended period of the Contract.

**1<sup>ST</sup> YEAR OF OPTION – April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 2023**

TBIPS ID	Resource Category	Name	Firm Hourly Rate
I.11	Technology architect Level 3 – Senior		\$

**2<sup>ND</sup> YEAR OF OPTION – April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024**

TBIPS ID	Resource Category	Name	Firm Hourly Rate
I.11	Technology architect Level 3 – Senior		\$



ANNEX « C »

SECURITY REQUIREMENT CHECK LIST (SRCL)

COMMON-PS-SRCL#9



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 9K001-S22-0121
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine CEDQ	2. Branch or Directorate / Direction générale ou Direction Information and Technological Solutions
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 *The contractor will be responsible for converting the technical requirements of a project into the architecture and design that will guide the final product. *He will also be responsible for bridging the gaps between complex business problems and solutions in the cloud.	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> 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	
<input checked="" type="checkbox"/> Canada	<input type="checkbox"/> NATO / OTAN <input type="checkbox"/> Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





REQUEST FOR PROPOSAL

COMMON-PS-SRCL#9



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 9K001-S22-0121
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

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

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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REQUEST FOR PROPOSAL

COMMON-PS-SRCL#9



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat
9K001-S22-0121
Security Classification / Classification de sécurité
UNCLASSIFIED

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



REQUEST FOR PROPOSAL

COMMON-PS-SRCL#9



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 9K001-S22-0121
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

Name (print) - Nom (en lettres moulées) Jonathan Larocque	Title - Titre Directeur, Solutions technologiques et Cyb	Signature Jonathan Larocque
Telephone No. - N° de téléphone 514-592-3093	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jonathan.larocque@dec-ced.gc.ca
		Date 2021-08-25

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Savannah Archambault	Title - Titre ASU#41 / AS-02	Signature Archambault, Savannah
Telephone No. - N° de téléphone 438-342-4254	Facsimile No. - N° de télécopieur N/A	E-mail address - Adresse courriel savannah.archambault@dec-ced.gc.ca
		Date 2021-08-25

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No /  Yes  
 Non /  Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Cecilia Phuong Thu Ho	Title - Titre Agente en approvisionnement et contrats	Signature Ho, CeciliaPhuongThu
Telephone No. - N° de téléphone 514-346-8484	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel cecilia-phuong-thu.ho@dec-ced.gc.ca
		Date 2021-09-01

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées) Jacques Saumur	Title - Titre Quality Assurance Officer	Signature Saumur, Jacques O
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jacques.saumur@tpsgc-pwgsc.gc.ca
		Date 2019.10.30 08:16:54 -04'00'

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