



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

Attention: Martine Bray

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**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To:
Innovation, Science and Economic
Development Canada**

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

**Proposition à:
Innovation, Sciences et Développement
économique Canada**

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

Comments – Commentaires

This document does contain a Security Requirement / Ce document contient une exigence de sécurité

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235 rue Queen Street
Ottawa, Ontario, K1A 0H5

Title - Sujet Measurement Canada Digital IM/IT Review	
Solicitation No. - N° de l'invitation ISED 197576	Date October 5 th , 2021/ 5 octobre 2021
Solicitation Closes - L'invitation prend fin At / à : 02:00 PM / 14 h 00 on: November 1st, 2021 le : 1^{er} novembre 2021	Time Zone Fuseau horaire Eastern Daylight Time (EDT)
F.O.B. - F.A.B. Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Inquiries to: Adresser toutes questions à : Martine Bray Martine.bray@ised-isde.gc.ca	
Telephone No. - N° de téléphone 343-548-8094	
Destination – of Goods, Services, and Construction: See Herein Destination - des biens, services et construction: Précisé dans les présentes	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery required - Livraison exigée See Herein Voir aux présentes	Delivered Offered - Livraison proposée
Vendor/firm Name and full address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. - N° de télécopieur Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/ firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



SOLUTION BASED INFORMATICS PROFESSIONAL SERVICES (SBIPS)

REQUEST FOR PROPOSAL (RFP)

FOR Measurement Canada

Innovation, Science and Economic Development Canada (ISED)

ISED197576

This RFP is issued against the Task-based informatics professional services (SBIPS) Supply Arrangement, Tier 1, PSPC File No. **EN537-05IT01**. All terms and conditions of the referenced Supply



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

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

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

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security: 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 Attachments: **the List of Suppliers, Pricing Schedule, Bid submission form, Technical Criteria, Additional Certifications Precedent to Contract Award.**

The Annexes: **Security Requirements Check List, the Basis of Payment, the Statement of Work and the Task Authorization Form.**

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Measurement Canada for Solution-Based Informatics Professional Services (SBIPS) under the Supply Arrangement (SA) method of supply.
- (b) It is intended to award one contract for a fixed price to complete Tasks accordingly to the Milestones A to E of the ANNEX "C" – Statement of Work, to be completed in Fiscal year 2023-24 and to offer (2) two optional periods of one-year irrevocable with a task authorized contract.
- (c) ISED reserves the right to:



-
- i. Further extend the contract after all option periods indicated have been exercised.
 - ii. Contract additional consultants at the same category and level described in this RFP.
 - (d) 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 (<https://www.tpsgc-pwgsc.gc.ca/escsrc/index-eng.html>) Website
 - (e) The requirement is subject to the provisions of the Canadian Free Trade Agreement; Comprehensive Free Trade Agreement (CFTA); Canada–United States–Mexico Agreement (CUSMA); Canada–Chile Free Trade Agreement (CCFTA); Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP); Canada-Columbia Free Trade Agreement; Canada-European Union Comprehensive Economic and Trade Agreement (CETA); Canada-Honduras Free Trade Agreement; Canada-Korea Free Trade Agreement; Canada-Panama Free Trade Agreement; Canada-Peru Free Trade Agreement; Canada-Ukraine Free Trade Agreement and World Trade Organization-Agreement on Government Procurement (WTO-GPA) .
 - (f) The SBIPS Supply Arrangement **EN537-05IT01** 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 SBIPS SA.
 - (g) Only SBIPS SA Holders currently holding a SBIPS SA for Tier 1 in the National Capital Region (NCR) under the EN537-05IT01 series of SAs are invited to compete. Only suppliers listed in **Attachment 2 to Part 1** of the solicitation can submit a proposal. (Suppliers listed in **Attachment 2 to Part 1** of this notice should hereby consider themselves invited to bid (there is no requirement for the suppliers listed in **Attachment 2 to Part 1** to further request to be added to the invited bidders list).
 - (h) 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 # EN537-05IT01 as that joint venture at the time of bid closing in order to submit a bid.
 - (i) The Resource Categories described below are required on an as and when requested basis in accordance the SBIPS SA – and the Domains of Expertise of Systems Integration (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spicsdc-sbipsde-eng.html>) and the ANNEX "C" - Statement of work (Deliverables F).



Domains of Expertise (Resource categories)	Level of expertise	Estimated Number of Resources Required
1. Task Authorized Solution Development Team (Stage F)		
Project lead	Senior	Bidder to bid one (1)
Application/Software Architect	Senior	Bidder to bid one (1)
Programmer / Software Developer	Junior	Bidder to bid one (1)
User Researcher / User Interface Designer	Intermediate	Bidder to bid one (1)
Database Modeller / Information Management Modeller	Junior	Bidder to bid one (1)

Note: Additional resources must meet all mandatory criteria and the minimum pass mark in the point rated criteria as specified in this RFP.

- (j) This bid solicitation is to establish a fixed price contract with and optional task authorizations (TA) for a solution development team the delivery of the requirement detailed in the bid solicitation.
- (k) The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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 in writing or by telephone.



ATTACHMENT 1 TO PART 1 LIST OF SUPPLIERS

Only SBIPS SA Holders currently holding a SBIPS SA for Tier 1 in the National Capital Region (NCR) under the **EN537-05IT01** series of SAs are invited to compete.

To facilitate the process, Innovation, Science and Economic Development Canada has chosen to attach a copy of the RFP to allow those suppliers who were not formally invited to bid on this requirement to submit a proposal should they wish to do so. Suppliers listed in Attachment 2 to Part 1 of this notice should hereby consider themselves invited to bid (*there is **no requirement** for the suppliers listed in Attachment 2 to Part 1 to further request to be added to the invited bidders list*).

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 # **EN537-05IT01** as that joint venture at the time of bid closing in order to submit a bid.

The following SA Holders have been initially invited to bid on this requirement:

Domains of Expertise: Systems Integration

1. CAE Inc. Yes
2. Calian Ltd. No
3. CGI Information Systems and Management Consultants Inc. No
4. Deloitte Inc. No
5. Ernst & Young LLP Yes
6. Integra Networks Corporation Yes
7. Kainos Software Limited Yes
8. KPMG LLP Yes
9. Lumina IT inc. Yes
10. Maplesoft Consulting Inc. No
11. Microsoft Canada Inc. Yes
12. Pricewaterhouse Coopers LLP Yes
13. Raymond Chabot Grant Thornton Consulting Inc. Yes
14. SAS Institute (Canada) Inc. Yes
15. Systemscope Inc., LNW Consulting Inc., Perfortics Consulting Inc., VK Computer Systems Inc., Lansdowne Technology Services Inc., IN JOINT VENTURE



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“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 Arrangements (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”.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

Section 8 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is deleted in its entirety.

2.2 Submission of Bids

Bids must be submitted only to Innovation, Science and Economic Development Canada by the date, time and place indicated on page 1 of the bid solicitation.

Electronic proposals must have separate files attached for each section as detailed in Part 3 – Bid Preparation Instructions. The subject line must be in the following format: Subject Line: Proposal for **RFP# ISED197576**. Total email file size cannot exceed 20MB.

Please note: Electronic Proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and the proposal will not be evaluated.

Ensure name, address, Closing Date, and Solicitation Number are clearly identified.

Failure to comply with 2. will be grounds for disqualification and proposal will not be evaluated.



2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [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.

Former Public Servant in Receipt of a Pension

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

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

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



By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **seven (7) calendar days** before the bid closing date. 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy);
Section II: Financial Bid (1 electronic copy); and
Section III: Certifications (1 electronic copy); and
Section IV: Additional Information (1 electronic copy).

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

a. 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 j

b. 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, 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 submitted 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.



Section I: Technical Bid

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

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

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, 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.

iii. Substantiation of Technical Compliance:

- (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 1 to part 4 - Technical 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 1 to part 4 - Technical Criteria

Section II: Financial Bid

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Attachment 1 to Part 3 – Pricing schedule and the Annex “B” – Terms of Payment of this bid solicitation.
- b. 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 in Canadian dollars in each cell requiring an entry in the pricing tables.
- c. **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 5% 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
- 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.

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their bid, bidders should provide:



1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.

3.2. Accessibility

In accordance with the [Treasury Board Contracting Policy](#) and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal. The accessibility requirements will be provide to the supplier through the TASK AUTHORIZATION FORM .

3.3. Rights of Canada

It is the Bidder's responsibility to:

- a. obtain clarification of any terms, conditions or technical requirements contained in the solicitation, if necessary, before submitting a bid;
- b. prepare its bid in accordance with the instructions contained in the bid solicitation;
- c. submit by closing date and time a signed complete bid;
- d. send its bid only to the ISED Bid Receiving Area specified on Page 1 of the bid solicitation or to the address specified in the bid solicitation;
- e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope(s) or the parcel(s) containing the bid;
- f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation; and
- g. include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.



**ATTACHMENT 1 TO PART 3
PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its quoted in Can \$ for each stage of the project.

The costs associated with the work to be carried out, as stated in Annex “C” – Statement of Work, must be provided as milestone cost prices as shown in **The Pricing Schedules Part 1** below. The total of the Schedule Part 1 will be considered at **80%** for the final pricing score (PS).

The costs associated with the work to be carried out, as stated in Annex “C” – Statement of Work, must be provided a per diem rates cost prices as shown in **The Pricing Schedules Part 2** below. The total of the Schedule Part 2 will be considered at **20%** for the final pricing score (PS).

The rates included in this pricing schedule includes the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in the bid solicitation.

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

Deliver the Project in accordance with the Project Milestone listing below

Schedule Part 1 – initial contract period				
Stage	Master plan start	Deliverables	Estimated duration	Total price
A	Integrated Baseline Architecture Model(s)	Leverage existing materials and business analysis results from interviews.	4 months	\$
B	Integrated Baseline Roadmap and Digital Capability Maturity Model	A time-based Roadmap outlining the journey to delivery the end-state vision target models including all of the business lines, as well as accounting for the budget constraints and digital maturity in developing new systems and applications.	6 months	\$



C	Integrated Decision Inventory and Roadmap	An inventory of the decisions required to mature the target models and roadmap to a deliverable state. This must include dependencies, sequencing, scope and impact to target/vision of all decisions. This deliverable should be clearly linked to Deliverables A and B	7 months Must be conclude by March 31, 2022	\$
D	Executive Briefings during the project delivery	Monthly updates to the project management team. Some of these could be to departmental committees that consider technical architecture and enterprise solutions management.	Monthly	\$
E Part 1	Executive briefings at Measurement Canada and ISED	Quarterly ongoing advice on implementation provided during executive briefings through executive briefings at Measurement Canada and ISED as appropriate for two years (to be extended unless the option described in F below is exercised beyond this period).	Quarterly (April 1, 2022 - March 31, 2023)	\$



E Part 2	Executive briefings at Measurement Canada and ISED	Quarterly ongoing advice on implementation provided during executive briefings through executive briefings at Measurement Canada and ISED as appropriate for two years (to be extended unless the option described in F below is exercised beyond this period).	Quarterly (April 1, 2023 - March 31, 2024)	\$
Evaluated price (excluding tax)				\$
Applicable taxes				
GST				\$
HST				\$
PST				\$
Total				\$

Schedule Part 2 - optional period			
Stage	Master plan deliverables	Deliverables	All-inclusive fixed Per-Diem Rate
F	Task authorized solution development team	Project Lead	\$
		Senior Application Software Architect	\$
		Junior Programmer Software Developer	\$
		Intermediate User Researcher User Interface Designer	\$
		Junior Database Modeller Information Management Modeller	\$
		Total	



**ATTACHMENT 2 TO PART 3
BID SUBMISSION FORM**

Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:	
	Title:	
	Address	
	Telephone #	
	Email	
Bidder's Procurement Business Number (PBN) [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.]		
Jurisdiction of Contract: 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)		
Former Public Servants 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 ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
Security Clearance Level of Bidder [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.]		



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

Signature of Authorized Representative of Bidder



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 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.
 - 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. A. verify any or all information provided by the Bidder in its bid; or
 - B. B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder, The Bidder must provide the information requested by Canada within 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 Technical Evaluation

See Attachment 1 to Part 4 - Technical Criteria

4.1.1.1. 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 1 to Part 4 - Bid Evaluation Criteria.



4.1.1.2 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 1 to Part 4 - Bid Evaluation Criteria

4.1.1.3 Financial Evaluation

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Attachment 1 to Part 3 - Pricing Schedule..

4.1.1.4 Resources Evaluated at Task Authorization (TA) Stage

Only a certain number of resources per Resource Category will be evaluated as part of this bid solicitation.

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 (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA 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 Annex “C”

4.1.1.5 Reference Checks :

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the next 48 hours using the email address provided in the bid. Canada will not award any points unless the response is received within **5 working days** of the date that Canada's email was sent. Incomplete reference information could lead to an inability to evaluate the bid.
- ii. 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 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 5 working days will not be extended to provide additional time for the new contact to respond. If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated



- iv. Points will not be allocated and/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.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada 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 nonresponsive

4.2 Basis of Selection

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

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum of **35 points** for the technical evaluation criteria (PR1, PR2 and PR3) and **21 points** for the technical evaluation criteria (PR4) which are subject to point rating. The rating is performed on a scale of **80 points**.

4.2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70 %** for the technical merit and **30 %** for the price.

4.2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70 %**.

4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30 %**.

4.2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.1.7 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		\$55,000.00	\$50,000.00	\$45,000.00
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		1st	3rd	2nd



ATTACHMENT 1 TO PART 4 – TECHNICAL CRITERIA

1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide 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 criterion should be addressed separately.

No points are awarded for the mandatory requirements, but each one must be met in order for the Bidder’s proposal to proceed to receive consideration and points for the point-rated technical criteria.

ISED may choose terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

Note. All references of corporate projects must have been completed by the lead vendor.

Mandatory Criteria	Description	Met / not met	Comments Reference from Proposal
CORPORATE REFERENCES			
M1 - BASELINE REVIEWS	<p>The Bidder must demonstrate its experience with two (2) references of corporate projects within the last five (5) years where the firm has implemented/delivered at least two of the following types of projects to large public sector clients (500 + employees).</p> <ul style="list-style-type: none"> • Integrated Baseline Target Model(s) • Integrated Roadmap Framework • Integrated Decision Frameworks based on an enterprise architecture <p>For each cited organizational reference, Bidders should submit client reference sheets with their proposal.</p> <p>Each client reference sheet must provide the following information:</p> <ol style="list-style-type: none"> 1. Project name; 2. Client organization; 3. Start date, duration, and \$ value; 4. A description of the work performed; 5. The skills and resources involved, 		



Mandatory Criteria	Description	Met / not met	Comments Reference from Proposal
	<p>6. The responsibilities held during the engagement (contract);</p> <p>7. An outline of the processes, procedures and tools applied by the Bidder to conduct each corporate reference project; and</p> <p>8. The contact information of the Client Authority or authorized representative who will confirm the Bidder's claims.</p> <p>The named individual identified as a client contact for the cited reference project and MUST be a resource affiliated with the identified client organization to which the work was delivered.</p> <p>Note: Corporate project means that the project is linked to a strategic business management of a corporation.</p>		
CORPORATE CAPABILITY IN PROJECT MANAGEMENT			
M2	<p>The Bidder must demonstrate that the team is composed of the project lead and the senior enterprise architect who are employees of the bidding vendor.</p> <p>A resume must be submitted for the project lead and the architect, which must both be from the same firm as the bidder to substantiate this requirement (resumes are not required for other team members).</p>		
M3	<p>The Bidder must provide a work plan outlining the application of its methodology and recommended approach to deliver the work as outlined in – ANNEX C - Statement of Work.</p>		



2. Point Rated Evaluation Criteria

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

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 technical evaluation point-rated criteria have been divided into four (4) major areas of evaluation. Each section has a minimum pass mark out of the total point score for that section. In addition, a rating value percentage has been assigned to each of the technical evaluation sections to outline the overall value of the technical proposal

Areas of Evaluation	Minimum Pass Mark	Total Points	Score
PR1, PR2, PR3	35 points	50 points	
PR4 – Baseline Reviews	21 points	30 points	
Total		80 points	

Point Rated Criteria Item #	Description	Maximum Points	Comments Reference from Proposal
PR1 Plan	<p>The Bidder should provide a work plan outlining the application of its methodology and recommended approach to deliver the work as outlined in – ANNEX “C” - Statement of Work.</p> <p>The work plan should identify all the major tasks with associated timelines necessary to effectively manage the work in the SOW.</p> <p>Rating scheme: -Not Addressed (0 points) - The Bidder’s proposal/work plan was not relevant to the criterion or the Bidder failed to submit response. -Minimally Addressed (2 points) - The Bidder’s proposal/work plan demonstrates little understanding of the requirement. The proposal has significant weaknesses, is not likely to meet the requirement and does not demonstrate technical value to Canada. -Partially Addressed (4 points) - The Bidder’s proposal/work plan demonstrates some understanding of the requirement. The proposal has weaknesses, is not likely to meet the requirement or be effective and does not</p>	10 points	



	<p>demonstrate good technical value to Canada.</p> <p>-Satisfactorily Addressed (6 points) - The Bidder's proposal/work plan demonstrates adequate understanding of the requirement. The proposal has weaknesses, is likely to meet the requirement and provides good technical value to Canada.</p> <p>- Well Addressed (7 points) - The bidder's proposal/work plan demonstrates adequate understanding of the requirement. The proposal has minor weaknesses, is likely to meet the requirement, yields good results and provides very good technical value to Canada.</p> <p>-Very Well Addressed (8 points) - The Bidder's proposal/work plan demonstrates a very good understanding of the requirement. The proposal has no significant weaknesses, is likely to meet the requirement, is likely to be effective, yields very good results and provides very good technical value to Canada.</p> <p>-Excellent Addressed (9 points) - The Bidder's proposal/work plan demonstrates an excellent understanding of the requirement. The proposal has no apparent weaknesses, is likely to meet the requirement, is likely to be effective, yields excellent results and provides excellent technical value to Canada.</p> <p>-Addressed Above Expectations (10 points) - The Bidder's proposal/work plan demonstrates an excellent understanding of the requirement. The proposal has no apparent weaknesses, is likely to meet the requirement, is likely to be effective, yields more than excellent results and provides more than excellent technical value to Canada.</p>		
<p>PR2 Development Projects implementing a variety of architectures</p>	<p>The Bidder who has completed, over the last five (5) years, <u>two (2) projects</u> implementing cloud architecture and two (2) projects implementing any enterprise level cloud solutions with either Microsoft Dynamics or</p>	<p>20 points</p>	



	<p>Salesforce applications will be provided higher ratings.</p> <p>These projects should have been completed for large public sector organization (500 + employees).</p> <p>For each corporate project cited, the Bidder should provide a corporate reference project reference sheet detailing the following information:</p> <ul style="list-style-type: none">• Project name;• Client organization;• Start date,• Duration,• A description of the work performed and the dollar value of the build;• The contact information of the Client Authority or authorized representative who will confirm the Bidder's claims.<ul style="list-style-type: none">○ The named individual identified as a client contact for the cited reference project and MUST be a resource affiliated with the identified client organization to which the work was delivered. <p><u>RATING SCALE (a maximum of 10 per project)</u></p> <p>-2 or less: Simple enterprise project -4 points: (per project) = Simple instance of an enterprise solution for a single business line or single functionality. -6 points: (per project) = Limited integration, significant build for only one business line or one functionality -7 points: (per project) = highly integrated build for only one business line or one functionality. -8 points (per project) = Highly integrated build with multiple business lines and one functionality or multiple functionalities for one business line. -9 points: (per project) = Highly integrated build with one business line and multiple functionalities.</p>		
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	<p>-10 points (per project) = Highly integrated build with multiple business lines (e.g. inspection, surveillance, approvals, corporate processes) and multiple functionalities (e.g. field services, case management, dashboard reporting)</p>		
<p>PR3 Regulatory experience</p>	<p>The bidder has led two (2) projects over the last five (5) years implementing IT systems for a regulatory department or agency to support approval processes like licensing and permitting or inspection support tools.</p> <p>For each corporate project cited, the Bidder should provide a corporate project reference sheet detailing the following information:</p> <ul style="list-style-type: none"> • Project name; • Client organization; • Start date, • Duration, • A description of the work performed and the dollar value of the build; • The contact information of the Client Authority or authorized representative who will confirm the Bidder's claims. <ul style="list-style-type: none"> ○ The named individual identified as a client contact for the cited reference project and MUST be a resource affiliated with the identified client organization to which the work was delivered. <p><u>RATING SCALE (a maximum of 10 per project)</u></p> <p>-0 points (per project) = Not satisfied -2 points (per project) = Project (less than \$2M) for a single regulatory function for a smaller regulatory department. -4 points (per project) = Enterprise project (less than \$2M) for a single regulatory function for a large regulatory department or a project (less than \$2M) for multiple regulatory functions for a smaller regulatory department.</p>	<p>20 points</p>	



	<p>-6 points (per project) = Large integrated enterprise project for a single regulatory function for a large regulatory department.</p> <p>-7 points (per project) = Large integrated enterprise project for multiple regulatory functions for a small regulatory department.</p> <p>-8 points (per project) = Large integrated enterprise project for a single regulatory function for a large regulatory department or multiple regulatory functions for a smaller regulatory department (under 500 employees)</p> <p>-9 points (per project) = Large integrated enterprise project for multiple regulatory function for a large regulatory department or multiple regulatory functions for a smaller regulatory department (under 500 employees)</p> <p>-10 points (per project) = Large integrated enterprise project (\$2M or more) spanning multiple regulatory functions (e.g. enforcement, inspection, licensing) for a large regulatory department (500 or more employees)</p>		
<p>PR4 – Experience with Baseline Reviews</p>	<p>Further to M1, the Bidder should demonstrate its experience with three (3) corporate reference project(s) within the last five (5) years where the firm has implemented/delivered to large public sector clients (500+ employees) each of the core requirements of the SOW listed below:</p> <ul style="list-style-type: none"> • Integrated Baseline Enterprise Target Architecture • Integrated IM/IT Implementation Roadmap • Digital Maturity Capability Model • Integrated Decision Frameworks based on an Enterprise Architecture <p>For each cited organizational reference, Bidders should submit client reference sheets with their proposal.</p> <p>Each client reference sheet should provide the following information:</p> <ol style="list-style-type: none"> 1. Project name; 	<p>30 points</p>	



	<p>2. Client organization; 3. Start date, duration, and \$ value; 4. A description of the work performed; 5. The skills and resources involved, 6. The responsibilities held during the engagement (contract); 7. An outline of the processes, procedures and tools applied by the Bidder to conduct each corporate reference project; and 8. The contact information of the Client Authority or authorized representative who will confirm the Bidder's claims.</p> <p>The named individual identified as a client contact for the cited reference project MUST be a resource affiliated with the identified client organization to which the work was delivered.</p> <p><u>RATING SCALE (a maximum of 10 per core element)</u></p> <p>-2 or less: Simple project scope. -4 points (per project) = Simple scope for a single business line or single functionality. -6 points (per project) = Large scope for only one business line or one functionality. -7 points (per project) = Large scope for only one business line for multiple -8 points (per project) = Highly integrated scope for multiple business lines and one functionality or multiple functionalities for one business line. -9 points (per project) = Full enterprise scope with multiple business lines (e.g. operations plus corporate processes) or multiple functionalities (e.g. field services and case management) for one business line. -10 points (per project) = Full enterprise scope with multiple business lines (e.g. operations plus corporate processes) and multiple functionalities (e.g. field services and case management)</p>		
	Total score for PR1, PR2 and PR3	/50	
	Total score for PR4	/30	
	Total in percentage		



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [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 and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for



employment equity “FCP Limited Eligibility to Bid” list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

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

The Bidder must provide the Contracting Authority with a completed annex [titled Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

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.

For a contract(s) estimated at \$400K or less ONLY, the following applies :

- A. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
 - B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation’s evaluation criteria.
- 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 is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
- A. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - B. the name, qualifications and experience of a proposed replacement immediately available for work; and
 - C. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- A. set aside the bid and give it no further consideration; or
- B. evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid. The proposed substitute must have qualifications and experience that meet or exceed the score obtained for the original resource.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- iv. 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 – 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.

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 1 TO PART 5
ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

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 the [Employment and Social Development Canada \(ESDC\) - Labour's website](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: 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 certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.
 - 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. Instructions to the Bidder: Check only one of the following:

B1. The Bidder is not a Joint Venture.

or

B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

2. Education and Experience

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

By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that ISED reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which ISED deems appropriate.

Date: _____

Signature: _____

Title: _____
(Title of duly authorized representative of business)

Name of Business: _____



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses and Annex "A";
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. 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) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 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(s):** Under the Contract, the “**Client**” is Innovation, Science and Economic Development Canada (ISED).
- c. **Reorganization of Client:** The Contractor’s obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. “deliverable” or “deliverables” includes all documentation outlined in this Contract
 - iii. “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. The Work or a portion of the Work to be performed under the Contract will be on an “as and when requested basis” using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed below. Any additional resource



requested must meet all mandatory criteria and meet the minimum pass mark in the point-rated criteria as specified in the RFP.

c. Form and Content of Task Authorization :

- i. The Project Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex "D".
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable:
 - A. a task number;
 - 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 details of any financial coding to be used;
 - D. the category of resources and the number required;
 - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - 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 TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time 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 the Project Authority, within **2 working days** of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), 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. 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 TA.

e. Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must be signed by the Contracting Authority.



Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority.

- f. **Consolidation of TAs 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 TAs for administrative purposes.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.4 Security Requirements

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #6

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), 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 sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. The contractor/offeror **must not** remove any **protected** 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
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 "A".
 2. Contract Security Manual (latest edition)



7.5 Term of Contract

7.5.1 Period of the Contract

- 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 March 31, 2024; 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-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 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.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Martine Bray

Title: Contracts and Procurement Officer

Branch: Corporate Finance Systems and Procurement Branch

Email: martine.bray@canada.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.

7.6.2 Project Authority (to be completed at contract award)

The Project Authority for the Contract is:

Name:

Title:

Organization:

Telephone:

E-mail address:



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

7.6.3 Contractor's Representative (to be completed at contract award)

Name:

Title:

Telephone:

E-mail address:

7.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (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.

7.8 Payment

a. Basis of Payment

- i. **Professional Services provided under a Task Authorization with a fixed Price (Initial contract period):** 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 actual resulting deliverables in accordance with the milestones set out in Annex "B", Basis of Payment, Applicable Taxes extra.

Estimated Cost for initial contract period: [\$ _____]

- ii. **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- iii. **Applicable Taxes:**
Estimated Cost: [\$ _____]
- iv. **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.
- 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 (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.

- vi. **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 for all authorized Task Authorizations (TAs), 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, Customs duties are included and Goods and Services 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.
- iii. 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.
- iv. 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 (Optional contract periods)::

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 Annex "B", 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 TA 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 TA price. If the work described in the TA 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 TA price, Canada is only required to pay for the time spent performing the work related to that TA.

d. 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.

e. 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.

7.9 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 person identified at contract award.



7.10 Certifications and Additional Information - Compliance

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

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28) Section 3 - General Conditions - Higher Complexity – Services;
- (c) Annex A, Security Requirements Check List;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Statement of Work;
- (f) Annex D, Task Authorizations form ;
- (g) the Contractor's bid dated _____, (*insert date of bid*) (to be completed at contract award).

7.13 Limitation of Liability

- 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 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 in any way relating to the Contract, including :
 - 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 paragraph (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 backup kept by Canada. Canada is responsible for maintaining an adequate backup 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, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (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 paragraph c.

7.14 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.

7.15 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a. 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.
- b. 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.



7.16 Joint venture (to be completed at contract award, if applicable)

The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:

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.

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.

All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

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.

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.*

7.17 Professional Services

- 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 or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract 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 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 working days** of 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.
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 the Section titled “Default of the Contractor”, or
 - b. Assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Project Authority. The replacement must have qualifications and experiences 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 (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the “Excusable Delay” Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. 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.

7.18 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" SECURITY REQUIREMENTS CHECK LIST

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Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

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

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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? No Yes
Non Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
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 checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITE | <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 Yes
Non Oui

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

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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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
							NATO DIFFUSION RESTRICTED <td>NATO CONFIDENTIAL <td></td> <td></td> <td>A</td> <td>B</td> <td>C</td> <td></td> <td></td> <td></td> </td>	NATO CONFIDENTIAL <td></td> <td></td> <td>A</td> <td>B</td> <td>C</td> <td></td> <td></td> <td></td>			A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

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

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION				
13. Organization Project Authority / Chargé de projet de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date
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?				<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date
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 0
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jacques.saumur@tpsgc-pwgsc.gc.ca		Date Digitally signed by Saumur, Jacques 0 Date: 2019.10.30 08:07:07 -0400

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**ANNEX “B”
BASIS OF PAYMENT**

1.0 BASIS OF PAYMENT

Her Majesty the Queen in right of Canada agrees to pay the Contractor a sum not to exceed *(will be completed at contract award)*, **Applicable Taxes not included**, plus applicable taxes, for the work performed in accordance to the Statement of Work.

1.1 Pre-Authorized Travel and Living Expenses:

Canada will not pay any travel or living expenses associated with performing the Work.

1.2 Initial Contract Period *(will be completed at contract award)*

During the term of the contract, the contractor will be paid as specified below for work performed in accordance with the contract.

Total Estimated Cost for Stage A, B, C, D (excluding applicable taxes): \$ _____
(will be completed at contract award)

Total Estimated Cost for Stage E for period 2022-23(excluding applicable taxes): \$ _____
(will be completed at contract award)

Total Estimated Cost for Stage E for period 2023-24 (excluding applicable taxes): \$ _____
(will be completed at contract award)

1.3 Option Period One *(to be provided at time of Contract award)*

During the option period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Category of personnel: **Project lead**

Level of expertise:

Name of Proposed Resource(s):

Firm per Diem rate: \$ _____

Category of personnel: **Senior Application/Software Architect**

Level of expertise:

Name of Proposed Resource(s):

Firm per Diem rate: \$ _____

Category of personnel: **Junior Programmer/Software Developer**

Level of expertise:

Name of Proposed Resource(s):

Firm per Diem rate: \$ _____

Category of personnel: **Intermediate User Researcher/User Interface Designer**



Level of expertise:
Name of Proposed Resource(s):
Firm per Diem rate: \$_____

Category of personnel: **Junior Database Modeller/Information Management Modeller**
Level of expertise:
Name of Proposed Resource(s):
Firm per Diem rate: \$_____

1.4 Option Period Two *(to be provided at time of Contract award)*

During the option period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Category of personnel: **Project lead**
Level of expertise:
Name of Proposed Resource(s):
Firm per Diem rate: \$_____

Category of personnel: **Senior Application/Software Architect**
Level of expertise:
Name of Proposed Resource(s):
Firm per Diem rate: \$_____

Category of personnel: **Junior Programmer/Software Developer**
Level of expertise:
Name of Proposed Resource(s):
Firm per Diem rate: \$_____

Category of personnel: **Intermediate User Researcher/User Interface Designer**
Level of expertise:
Name of Proposed Resource(s):
Firm per Diem rate: \$_____

Category of personnel: **Junior Database Modeller/Information Management Modeller**
Level of expertise:
Name of Proposed Resource(s):
Firm per Diem rate: \$_____

2.0 LIMITATION OF EXPENDITURES

No increase in the total liability of Her Majesty or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Her Majesty to be exceeded without the prior written approval of the Contracting Authority.



3.0 METHOD OF PAYMENT

3.1 Progress Payments (Schedule of Milestones)

Progress payments against milestones will be made for services rendered upon completion and acceptance of the deliverables outlined below to the approval of the Departmental Representative, following receipt of detailed invoices:

- A first payment of no more than \$_____ (*will be completed at contract award*) (including all applicable taxes) will be made after the delivery and acceptance of the **Stage A**.

- A second payment of no more than \$_____ (*will be completed at contract award*) (including all applicable taxes) will be made after the delivery and acceptance of the **Stage B**.

- A third payment of no more than \$_____ (*will be completed at contract award*) (including all applicable taxes) will be made after the delivery and acceptance of the **Stage C**.

- A fourth payment of no more than \$_____ (*will be completed at contract award*) (including all applicable taxes) will be made after the delivery and acceptance of the **Stage D**.

All payments will be contingent upon Innovation, Science and Economic Development Canada's satisfaction with the deliverables as described in ANNEX "C".

3.2 Quarterly Payment will be made after the delivery and acceptance of the **Stage E**

Canada will pay the Contractor every three months for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

3.3 Monthly Payment will be made after the delivery and acceptance of the **Stage F**

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

- d. 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;
- e. all such documents have been verified by Canada;
- f. the Work performed has been accepted by Canada.



4.0 ELECTRONIC PAYMENT OF INVOICES – CONTRACT *(will be completed at contract award)*

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

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

5.0 INVOICING INSTRUCTIONS

The invoices shall be sent to address indicated above. Each invoice should include the contract number, the Contractor's name, address, tax registration number(s) (if applicable), and a description of the work performed, including the number of days worked when the per diem rates are applicable, during the period covered by the invoice. The applicable tax(es) shall be submitted as a separate amount(s) on the invoice.

All of the above will be to the satisfaction of the Project Authority.



ANNEX “C”

STATEMENT OF WORK

1.0 Project Title:
Measurement Canada Digital IM/IT Review

2.0 Background:

Measurement Canada (MC) is an agency of Innovation, Science and Economic Development Canada. It is responsible for ensuring accuracy in the selling of measured goods, developing and enforcing the laws related to measurement accuracy, approving and inspecting measuring devices and investigating complaints of suspected inaccurate measurement.

As Canada’s sole technical competent authority and regulator of the measurement of goods in the marketplace, MC needs tools and systems, including highly specialized engineering and measuring technologies, that may not necessarily be satisfied by a mainstream solution. MC finds itself with basic IM/IT systems that are at or near end of life. MC’s current infrastructure is a patchwork of partially integrated database applications that offer little or no flexibility and next to no sophistication to support data analysis and management decisions. Its mobile workforce in the field has limited integration with operational planning, data and records management. New technologies for virtual fieldwork and the Internet of things (IOT) hold great promise for the workforce in the field but are scarcely conceivable within the current IM/IT framework.

MC has a number of core business lines that would be supported by the analysis and advice provided by this review, namely:

- inspections of devices falling under weights and measures authorities;
- inspections of devices falling under electricity and gas authorities;
- consumer complaints on devices falling under weights and measures authorities;
- consumer disputes falling under electricity and gas authorities;
- audit and accreditation of third-party inspection providers;
- approval of new measuring devices and device calibrations; and
- corporate planning and reporting activities.

The vision is for MC is to be self-sustaining with the automation of its business processes and a data centre to support:

- a well-equipped distributed workforce with the right mobile technology and tools to work online and offline in the field to carry out audits, inspections and investigations of complaints and disputes;
- management tools and technical software to efficiently manage workload and operations for its approvals and calibrations;
- client facing interfaces that enhance service delivery; and
- central services for agency wide planning and reporting, training, and accessible document management.

The timing is good for MC to make significant investments toward IM/IT renewal. The advent of cloud-based services that position clients with turnkey solutions that need not be provisioned or hosted relieves many burdens that might normally be faced by the organization. Significant advances have been made in automation and low-code technology that are radically



empowering freedom from repetitive tasks and flexibility to redesign business processes for greater efficiency. Technologies, such as case management and enterprise level solutions, and tools, such as workflow management, can be integrated through application programming interfaces to enable powerful integrated workforce management approaches. Furthermore, forthcoming innovations in government-wide platforms, such as Microsoft 365, may also provide for integration of business processes without introducing new systems or technology.

With a small IM/IT budget, MC has few resources to fund its IM/IT renewal and must make sound incremental advances that employ the latest technological advances to create efficiencies that will help fund future investments. The advances will likely be opportunistic instances of simple integrations, affordable enterprise level solutions and custom development to “fill in the gaps”. As an agency of Industry, Science and Economic Development (ISED), MC has access to departmental enterprise architecture tools (e.g. identity management system, cloud architecture enabling technology, etc.) and development partners that could fulfill some of its needs. MC will need to judiciously choose when to exploit these tools and the resources of ISED’s Chief Information Office (CIO) where its business needs are common to others’ at ISED and build or buy other solutions where its needs as a regulatory agency differ from the norm at ISED.

3.0 Objectives:

The Contractor will develop a forward-looking IM/IT plan based on MC’s vision and alignment with Treasury Board Secretariat’s Policy and Directive on Service and Digital. The plan must acknowledge MC’s limited resources, capitalizes on the strengths of its CIO partners and their enterprise standard solutions, and seek opportunities for technology to create efficiencies. The work of the contractor will include:

- a) **Integrated Baseline Architecture:** Analysis will be based on existing materials provided to the contractor on the enterprise standards and solutions and enablers available from ISED’s CIO to develop a baseline target architecture and roadmap. The baseline model(s) should include:
 - i. IM/IT Solution Architecture Target Model
 - ii. Proposed technical architecture/technology choices
 - iii. Data Architecture
- b) **Integrated Baseline Roadmap:** A baseline roadmap and digital capability maturity model outlining the delivery journey in support of MC’s vision.
- c) **Decision Inventory and Roadmap:** Outlines the decisions necessary to bring the above baseline models to a stable/deliverable state. This should include dependencies, sequencing, scope of all decisions and their impact on vision target models.
- d) Ongoing support and advice for three years, with an option for two more years, to assist MC in implementing its roadmap and working with its development partners.
- e) Access to solution implementation resources, if needed, to be called upon if and as needed on a task authorization basis.

4.0 Initial Scope of Work:

The Project authority will coordinate with the vendor and the CIO to work closely on architecture, technology assessments, and capabilities in ISED's Digital and Data platform.



The contractor will gather information and views from each of MC's business line leads and Chief Information Office (CIO) leaders (e.g., approximately 20 interviews either with individuals or in groups from Measurement Canada, and approximately 5 CIO interviews). In addition, documentation will be provided to the contractor on the existing enterprise standards and solutions and enablers available from ISED's CIO to support the baseline target architecture and roadmap advice.

5.0 Deliverables/ Requirements/ Timelines:

5.1 Deliverables

	Output	Format	Description
A	Integrated Baseline Architecture Model(s)	Must be in a format readable by Microsoft 365 software	Leverage existing materials provided to the contractor and business analysis results from interviews.
B	Integrated Baseline Roadmap and Digital Capability Maturity Model	Must be in a format readable by Microsoft 365 software	A time-based roadmap outlining the journey to delivery of the end state vision target models, including all of the business lines as well as accounting for the budget constraints and digital maturity in developing new systems and applications.
C	Integrated Decision Inventory and Roadmap	May be multiple documents or kept in a tool (e.g. JIRA or MS Teams)	An inventory of the decisions required to mature the target models and roadmap to a deliverable state. This must include dependencies, sequencing, scope of all decisions and their impact on vision target models. This deliverable should be clearly linked to deliverables A and B.
D	Executive Briefings during the project delivery	PowerPoint	Monthly updates to the project management team. Some of these could be to departmental committees that consider technical architecture and enterprise solutions management.



Output	Format	Description
<p>E. Quarterly ongoing advice from the Project lead on implementation provided during executive briefings through executive briefings at Measurement Canada and ISED as appropriate for two years after deliverables A through D are complete.</p>		
<p>F. Option to use a task authorization requesting the vendor to furnish a solution development team including a project lead, a user experience specialist, a developer, and a data architecture specialist. This option must be exercised and executed by March 31, 2025, at the latest.</p>		

5.2 Requirements

The contractor’s core team will be comprised of the following resources and expertise .

MC has identified resource categories and types of services that may be potentially required to deliver tasks A through E. Primary functions/roles for each resource category have been included.

Project Lead (Executive leader)

- Executive leader (Authority);
- Provides overall direction to the project

Enterprise Architect (Senior)

- Aligns business objectives with the IT infrastructure;
- Interprets, uses and applies information contained within IT architecture to inform a range of business improvement activities.

Business Systems Analyst (Intermediate)

- Responsible for performing complex professional business analysis and application development related duties;
- Determines operational objectives by studying business functions; gathers information; evaluates output requirements and formats.
- Constructs workflow charts and diagrams;
- Develops system specifications; and
- Prepares technical reports.

Business Analyst(s) (Junior)

- Responsible for working with Measurement Canada business line subject matter experts and CIO leaders;

- **Application/Software Architect (Senior)**
- **Programmer / Software Developer (Junior)**
- **User Researcher / User Interface Designer (Intermediate)**
- **Database Modeller / Information Management Modeller (Junior)**



Additional Requirements

- All outputs must be in a format that is editable by a standard GC workstation software (Standard Office Software (Windows 10) - <http://icweb.ic.gc.ca/eic/site/029.nsf/eng/00082.html>).
- Deliverables and work products (i.e. presentation material, tools, and templates) will be provided in English only. Translation, if required, will be provided for.

Timelines

	Deliverable	Expected timeline
A	Integrated Baseline Target Model(s)	Month 4 of contract
B	Integrated Baseline Roadmap and Digital Maturity Model	Month 6 of the contract
C	Integrated Decision Inventory and final report	Month 7 of the contract (must conclude by March 31, 2022)
D	Executive briefings by the Project Lead during the project delivery (month one through to month seven)	Monthly
E	Quarterly ongoing advice (One one-hour meeting per quarter)	Quarterly (April 1, 2022 - March 31, 2024)
F	Task authorized solution development team	As required

6.0 Constraints: (if applicable)

Work will be completed offsite using Microsoft Teams as the tool for interviews and group meetings.

7.0 Client Support: (if applicable)

The contractor will be provided with opportunities to engage Measurement Canada employees and managers. The contractors will also be provided with any information or data from Measurement Canada requested within reasonable timeframes to inform the research and information gathering aspects of the contract. It is recognized that the inability to provide the requested information, data or access to Measurement Canada employees/managers within a reasonable timeframe may impact contract deliverables and timelines.

8.0 Work Location:

Contractor's place of work. Most if not all meeting will be virtual to practice COVID-19 friendly behaviours. In-person interviews will be rare and provided as needed to facilitate information gathering and feedback sessions with Measurement Canada employees.

9.0 Official Languages:



Materials will be provided in English.

10.0 Travel:

N/A

11.0 Security:

The resource(s) must have a security clearance at the level of Enhanced Reliability.



ANNEX "D" - TASK AUTHORIZATION FORM
AUTHORIZATION OF SERVICES TO BE PERFORMED
ON AN AS-AND-WHEN-REQUESTED BASIS

Contractor:		Contract No.:	
CAS Commitment No.:		GST Financial Code:	
Task Authorization No.:		Date:	
1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED			
2.0 PERIOD OF SERVICES			
From:		To:	
3.0 SERVICES TO BE PERFORMED FOR: (LOCATION / ADDRESS)			
4.0 AUTHORITIES			
Contracting authority:		signature:	
5.0 COST			
Category and Level of Personnel	Per Diem Rate	No. of Days to Perform the Tasks/Work	Total
			\$
		GST/HST	\$
		TOTAL	\$
<p>You are requested to sell to Her Majesty The Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price set out therefore.</p>			
6.0 SIGNATURES			
Project Authority:		Signature:	
<p>Check Either Option (To be filled out by Supplier) <input type="checkbox"/> I accept this task authorization. The proposed contractor is: <input type="checkbox"/> I do not accept this task authorization because _____</p>			
Name of Contractor authorized to sign (type or print):		Title of Contractor authorized to sign (type or print):	Date:
Signature:			