



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> TBIPS Functional Services Business Analysis and Functional Services (TBIPS)	
<b>Solicitation No. - N° de l'invitation</b> B8947-220390/A	<b>Date</b> 2022-09-26
<b>Client Reference No. - N° de référence du client</b> B8947-220390	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZM-637-41155	
<b>File No. - N° de dossier</b> 637zm.B8947-220390	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-10-17</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dupuis, Sébastien	<b>Buyer Id - Id de l'acheteur</b> 637zm
<b>Telephone No. - N° de téléphone</b> (873) 354-0246 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Informatics Professional Services Division / Division des  
services professionnels en informatique  
Les Terrasses de la Chaudière  
10, rue Wellington, 4ième  
étage/Floor  
Gatineau  
Québec  
K1A 0S5

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

**BID SOLICITATION  
FOR CONTRACT(S) AGAINST A SUPPLY ARRANGEMENT FOR TASK-  
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)  
FOR  
A.2 ERP FUNCTIONAL ANALYST LEVEL 2; B.1 BUSINESS ANALYST  
LEVEL 2 & 3  
FOR  
CITIZENSHIP AND IMMIGRATION CANADA (CIC)**

**TABLE OF CONTENTS**

**PART 1 – GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

**PART 2 – BIDDER INSTRUCTIONS**

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

**PART 3 – BID PREPARATION INSTRUCTIONS**

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

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

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

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

5.1 Certifications Precedent to Contract Award and Additional Information

**PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

6.1 Security Requirement

6.2 Financial Capability

**PART 7 – RESULTING CONTRACT CLAUSES**

7.1 Requirement

7.2 Task Authorization

7.3 Minimum Work Guarantee

7.4 Standard Clauses and Conditions

7.5 Security Requirement

7.6 Use of Personal Protective Equipment and Occupational Health and Safety (OHS) Guideline(s)

7.7 Contract Period

7.8 Authorities

7.9 Proactive Disclosure of Contracts with Former Public Servants

7.10 Payment

7.11 Invoicing Instructions

7.12 Certifications and Additional Information

7.13 Federal Contractors Program for Employment Equity – Default by Contractor

7.14 Applicable Laws

7.15 Priority of Documents

7.16 Foreign Nationals (Canadian Contractor)

7.17 Foreign Nationals (Foreign Contractor)

7.18 Insurance Requirements

7.19 Limitation of Liability – Information Management/Information Technology

7.20 Joint Venture Contractor

7.21 Professional Services – General

7.22 Safeguarding Electronic Media

7.23 Representations and Warranties

7.24 Access to Canada's Property and Facilities

7.25 Implementation of Professional Services

7.26 Dispute Resolution

7.27 Identification Protocol Responsibilities

**Note to Bidders:** *Word versions of the following documents are available by sending a request by email to [sebastien.dupuis@tpsgc-pwgsc.gc.ca](mailto:sebastien.dupuis@tpsgc-pwgsc.gc.ca)*

**List of Annexes to the Resulting Contract:**

Annex A, Statement of Work

- Appendix A to Annex A - Tasking Assessment Procedure
- Appendix B to Annex A - Task Authorization (TA) Form
- Appendix C to Annex A - Resources Assessment Criteria and Response Table
- Appendix D to Annex A - Certifications at the TA Stage

Annex B, Basis of Payment

Annex C, Security Requirements Check List

- Appendix A to Annex C - Security Classification Guide

**List of Attachments to Part 3 (Bid Preparation Instructions):**

- Attachment 3.1: Bid Submission Form
- Attachment 3.2: Electronic Payment Instruments

**List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):**

- Attachment 4.1: Mandatory Technical Criteria
- Attachment 4.2: Point-Rated Technical Criteria

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

- Attachment 5.1: Federal Contractors Program for Employment Equity – Certification

**List of Forms to Attachment 4.1: Mandatory Technical Criteria:**

- Form M1-1: Reference Contract
- Form M1-2: Resource Billable Days
- Form M1-3: Resource Category Task Mapping
- Form M2-1: Bidder Billable Days
- Form M2-2: Resource category Task Mapping

**List of Forms to Attachment 4.2: Point-Rated Technical Criteria:**

- Form R1: Resource Billable Days
- Form R2: Client Manager
- Form R3: Contract Management Plan
- Form R4: Risk Mitigation Strategy

---

**BID SOLICITATION**

**FOR CONTRACT(S) AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

**FOR**

**A.2 ERP FUNCTIONAL ANALYST LEVEL 2; B.1 BUSINESS ANALYST LEVEL 2 & 3**

**FOR**

**CITIZENSHIP AND IMMIGRATION CANADA (CIC)**

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

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

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

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

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

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

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

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work and any other annexes.

**1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of Citizenship and Immigration Canada (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of up to three contracts, each for two years plus three one-year irrevocable options allowing Canada to extend the term of the contract(s).
- (c) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canadian Free Trade Agreement (CFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), the Agreement on Trade Continuity between Canada and the United Kingdom of Great Britain and Northern Ireland and the Canada-Korea Free Trade Agreement (CKFTA).
- (e) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractors Program for Employment Equity – Certification."
- (f) This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will be treated as a separate procurement, outside the resulting contract.
- (g) This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled "Bidder Instructions, and Part 3 entitled "Bid Preparation Instructions", of the bid solicitation, for further information.
- (h) Only TBIPS SA Holders holding a TBIPS SA for Tier 2 at the time of bid closing, in all required resource categories in this solicitation and in the National Capital Region under the EN578-170432 series of SAs are eligible to compete. The TBIPS SA EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (i) This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel.
- (j) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
A.2 ERP Functional Analyst	LEVEL 2	5
B.1 Business Analyst	LEVEL 2	22
B.1 Business Analyst	LEVEL 3	18

### 1.3 Debriefings

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

---

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract(s).
- (c) The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 3.a. of Section 01, Integrity provisions - bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
  - a. at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- (e) Subsection 4 of Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 180 days
- (f) Subsection 1 a, of Section 08, Transmission by Facsimile or by epost Connect of Standard Instructions 2003 incorporated by reference above, is deleted and replaced by the following:
  - 1. Facsimile
    - a. Bids may be submitted by facsimile.
      - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 418-566-6161.

### 2.2 Submission of Bids

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

**Note:** For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR), the email address is:

[tps qc.pareceptiondessomissions-apbidreceiving.pwgsc@tps qc-pwgsc.gc.ca](mailto:tps qc.pareceptiondessomissions-apbidreceiving.pwgsc@tps qc-pwgsc.gc.ca)

Interested Bidders must send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the PWGSC Bid Receiving Unit requesting to open a CPC Connect conversation.

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

Facsimile number: 418-566-6161

**Due to the nature of the bid solicitation, bids transmitted directly to the PWGSC Contracting Authority by email (or other means) will not be accepted.**

**2.3 Enquiries - Bid Solicitation**

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

**2.4 Former Public Servant**

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

**(b) Definitions**

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

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

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

"*pension*" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*,

R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

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

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

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

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

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

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

**2.5 Applicable Laws**

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

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

## **2.6 Volumetric Data**

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

## **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:
  - (i) Office of the Procurement Ombudsman (OPO)
  - (ii) 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

#### (a) CPC Connect Bid Submission

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

(b) If there is a discrepancy between the wording of any copies of the bid that appear on the following list, the wording of the copy that first appears on the list has priority over the wording of any copy that subsequently appears on the list:

- (i) the electronic copy of the bid submitted by using the CPC Connect service provided by Canada Post Corporation;
- (ii) the facsimile copy of the bid submitted to the PWGSC Bid Receiving Unit using the facsimile number indicated in section 2.2 'Submission of Bids'.

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

(d) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) page size;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

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

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

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a

natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:

- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - (B) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

(g) **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 submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

- Contracts all signed by A;
- Contracts all signed by B; or

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

That show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

- (a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment 3.1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) **Substantiation of Technical Compliance:**

- a. **Mandatory Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment 4.1, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.1, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- b. **Point-Rated Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment 4.2, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be rated accordingly. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.2, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (iii) **Customer Reference Contact Information:**

- (A) The Bidder must provide customer references. The customer reference must each confirm, if requested by PWGSC, the facts identified in the Bidder's bid, as required by MTC1 to MTC2 of Attachment 4.1 and RTC1 to RTC4 of Attachment 4.2.

(B) The form of question to be used to request confirmation from customer references is as follows:

Has the Bidder provided your organization with (details of MTC1 to MTC5 and RTC1 to RTC4 to be provided to the Customer Reference)?

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

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

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

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

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

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "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 quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- (i) the rate bid must not increase by more than 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.

Where any rate bid that does not comply with (i) and (ii) above, the Bidder will be considered non responsive and disqualified.

- (c) **Variation in Resource Rates By Level:** Where the financial tables provided by Canada allow different firm rates to be charged for different levels of experience within the same resource category and time period, for any such resource category and time period:
- (i) the rate bid for level three must be the same or higher than that bid for level two.
- (d) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (e) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

**Note to Bidders:** If Canada receives 4 or fewer Bids by the bid solicitation closing date, the above sub-article entitled "Blank Prices" will not apply.

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

### 3.4 Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

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

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE

---

THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

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

#### **4.1.1.3 Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a

rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

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

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

## **4.2 Technical Evaluation**

### **(a) Mandatory Technical Criteria:**

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

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

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to

submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

- (ii) The rated requirements are described in Attachment 4.2.

(c) **Resources Evaluated at TA Stage**

Resources will not be evaluated as part of this bid solicitation.

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 Appendix C of Annex A.

(d) **Reference Checks:**

- (i) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.
- (ii) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- (iii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each 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.
- (iv) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (v) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm’s length with the Bidder.

**4.3 Financial Evaluation**

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (c) Financial Evaluation - Method A

below). The second method will be used if fewer than three bids are determined responsive (see (d) Financial Evaluation - Method B below).

(c) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:

(i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 10% of the median, and an upper median rate to a value of plus (+) 30% of the median. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

(ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

(A) A Bidder's proposed firm per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Resource Category will be allocated 0 points.

(B) A Bidder's proposed firm per diem rate falling within the upper and lower median band limits, for that period and Resource Category, will be allocated points using the following calculation, which will be rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate within the median band limits}} \times \text{Maximum Points Assigned at Table 1 below}$$

(C) A Bidder's proposed firm per diem rate falling within the established median band limits which is the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 1 below.

TABLE 1 - MAXIMUM POINTS ASSIGNED							
	Resource Category	Initial Contract Period Year 1	Initial Contract Period Year 2	1 <sup>st</sup> Option Period Year 3	2 <sup>nd</sup> Option Period Year 4	3 <sup>rd</sup> Option Period Year 5	Total Points
A.2	ERP Functional Analyst – Level 2	25	25	25	25	25	125
B.1	Business Analyst – Level 2	25	25	25	25	25	125
B.1	Business Analyst – Level 3	25	25	25	25	25	125
	TOTAL	75	75	75	75	75	375

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

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

**TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A:**

Resource Category	Max. Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$440.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$680.00
Project Manager	50 (25 pts. per year)	\$555.00	\$580.00	\$750.00	\$785.00	\$700.00	\$735.00
<b>TOTAL</b>	300						

**STEP 1 - Establishing the lower and upper median band limits for each year and each resource category**

- (Median 1) For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$378.00 and higher median band limit would be \$546.00.
- (Median 2) For the Programmer Resource Category, the year 2 median would be \$440.00. The lower median band limit would be \$396.00 and higher median band limit would be \$572.00.
- (Median 3) For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$540.00 and higher median band limit would be \$780.00.
- (Median 4) For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$558.00 and higher median band limit would be \$806.00.
- (Median 5) For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$630.00 and higher median band limit would be \$910.00.
- (Median 6) For the Project Manager Resource Category, the year 2 median would be \$735.00. The lower median band limit would be \$661.50 and higher median band limit would be \$955.50.

**STEP 2 - Points Allocation:**

**Bidder 1:**

- Programmer Year 1 = 75 points (lowest rate within the lower and upper median band limits)
- Programmer Year 2 = 75 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)
- Project Manager Year 1 = 0 points (outside the lower and higher median band limits)
- Project Manager Year 2 = 0 points (outside the lower and higher median band limits)

**Bidder 2:**

- Programmer Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)
- Programmer Year 2 = 68.18 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$440.00) Multiplied by 75 pts)
- Business Analyst Year 1 = 50 points (lowest price within the lower and upper median band limits)
- Business Analyst Year 2 = 48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
- Project Manager Year 1 = 23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
- Project Manager Year 2 = 23.41 points (based on the following calculation = (Lowest rate of \$735.00 / Bidder's proposed rate of \$785.00) Multiplied by 25 pts)

**Bidder 3:**

Programmer Year 1 =	66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Programmer Year 2 =	66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1 =	46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 50 pts)
Business Analyst Year 2 =	44.12 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$680.00) Multiplied by 50 pts)
Project Manager Year 1 =	25 points (lowest price within the lower and upper median band limits)
Project Manager Year 2 =	25 points (lowest price within the lower and upper median band limits)
<b>STEP 3 - Financial Score:</b>	
<b>Bidder 1:</b>	75 + 75 + 50 + 50 + 0 + 0 = Total Financial Score of 250.00 points out of a possible 300 points
<b>Bidder 2:</b>	71.43 + 68.18 + 50 + 48.39 + 23.33 + 23.41 = Total Financial Score of 284.74 points out of a possible 300 points
<b>Bidder 3:</b>	66.67 + 66.67 + 46.15 + 44.12 + 25 + 25 = Total Financial Score of 273.61 points out of a possible 300 points

(d) **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:

(i) **STEP 1 - POINTS ALLOCATION:** For each period and each Resource Category, points will be allocated as follows:

(A) Points will be established based on the following calculation, with points rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Maximum Points Assigned at Table 3 below}$$

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

<b>TABLE 3 - MAXIMUM POINTS ASSIGNED</b>							
	Resource Category	Initial Contract Period Year 1	Initial Contract Period Year 2	1 <sup>st</sup> Option Period Year 3	2 <sup>nd</sup> Option Period Year 4	3 <sup>rd</sup> Option Period Year 5	Total Points
A.2	ERP Functional Analyst – Level 2	25	25	25	25	25	125
B.1	Business Analyst – Level 2	25	25	25	25	25	125
B.1	Business Analyst – Level 3	25	25	25	25	25	125
	<b>TOTAL</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>375</b>

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

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

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for

professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

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

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

#### 4.4 Basis of Selection

##### (a) Evaluation of Bid – Highest Responsive Combined Rating of Technical Merit and Price

**Selection Process:** The following selection process will be conducted for each bid:

- (i) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (ii) The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 70 while the greatest possible Total Financial Score is 30.

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

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points}} \times 70 = \text{Total Technical Score}$$

(Bidders, please refer to the maximum technical points at Attachment 4.2)

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

$$\frac{\text{Financial Score}}{\text{Maximum Financial Points}} \times 30 = \text{Total Financial Score}$$

(Bidders, please refer to the total maximum points at Table 1 of Part 4.3 (c))

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

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

- (iii) In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Financial Score will become the top-ranked bidder.

- (b) **Contract Funding Allocation:** Where more than one contract is awarded, each contract will be issued with an amount of funding specified in the article titled "Limitation of Expenditure" calculated based on the following:

- (i) Where three contracts are awarded, the amount of the Limitation of Expenditure of each contract will be determined in accordance with the following:

Bidder	Total Bidder Score	Fund Allocation Formula (%)	Total Funds Allocated
1 <sup>st</sup> ranked	98	$98/272 \times 100 = 36.03$	\$3,603,000.00
2 <sup>nd</sup> ranked	89	$89/272 \times 100 = 32.72$	\$3,272,000.00
3 <sup>rd</sup> ranked	85	$85/272 \times 100 = 31.25$	\$3,125,000.00
Total	272		\$10,000,000.00
Total funds available: \$10,000,000.00			

**NOTE: This is an example only. Actual numbers will be determined after bid evaluation**

- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

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

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

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

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

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

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

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

#### **(b) Submission of Only One Bid**

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

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

### **6.2 Financial Capability**

- (a) SACC Manual clause A9033T (2012-07-16), Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

---

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

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

### 7.2 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (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) **Allocation of Task Authorizations:** More than one Contract has been awarded for this requirement. As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with the following:
  - (i) Canada will send the first draft Task Authorization to the Contractor ranked first as determined under the evaluation process in the bid solicitation that resulted in the award of this series of contracts. Subsequent TAs will be proportionally allocated, based on the percentage values determined by the Contract Fund Allocation Formula, to all Contractor's in this series of contracts.
  - (ii) The Contractor sent a draft TA will have the time set out further below under the subparagraph entitled "Contractor's Response to Draft Task Authorization" to respond to the CIC Procurement Representative.
  - (iii) If the Contractor to whom the draft TA is first sent either fails to respond on time or confirms in writing that it refuses to perform the task, the draft TA will then be forwarded to the next Contractor. In the event that Canada determines the proposed resource(s) does not meet the minimum experience or other requirements of the categories identified in the draft TA, Canada may request that the contractor propose another resource and

the contractor will have the time set out in the subparagraph "Contractor's Response to Draft Task Authorization" to respond. If the contractor fails to respond on time or Canada determines that the proposed resource(s) does not meet the minimum experience or other requirements of the categories identified in the draft TA, the draft TA will be forwarded to the next contractor, under the same allocation process. The dollar value of the refused TA may be subtracted from the dollar value of the Contractor's Contract and may be re-allocated, at the Contracting Authority's sole discretion, in whole or in part, to one or more of the other contractors in that same Workstream. Should all Contractors refuse a TA under the Contract, Canada reserves the right to use other methods of supply.

- (iv) Canada will make a reasonable effort to ensure that the dollar value of the TAs issued to the Contractors are proportionally balanced throughout the Contract Period based on the percentage values determined by the Contract Fund allocation Formula in the bid solicitation. A review of TAs issued to the Contractors will be conducted at six-month intervals and at the beginning of each fiscal year to confirm proportional utilization and distribution of the TAs.
- (c) **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A, B, C and D of Annex A.
- (d) **Form and Content of draft Task Authorization:**
  - (i) Canada will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex A.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
    - (A) the contract number;
    - (B) the task number;
    - (C) 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);
    - (D) the categories 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.

- (e) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), a quotation with the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract, as well as its corresponding proposed resource(s) in accordance with Appendix A to Annex A of the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- (f) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- (i) To be validly issued, a TA must include the following signatures:
- (A) for any TA, inclusive of revisions, with a value less than or equal to \$400,000.00 (Applicable Taxes included), the TA must be signed by:
- (1) the Technical Authority;
  - (2) the CIC Procurement Representative; and
  - (3) the Contractor.
- (B) for any TA, inclusive of revisions, with a value greater than this amount, a TA must include the following signatures:
- (1) the Technical Authority;
  - (2) the Contractor; and
  - (3) the Contracting Authority.

Any TA that does not bear the appropriate signatures 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. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TA's at any time, or reduce the dollar value threshold described in subarticle (A) above; any suspension or reduction notice is effective upon receipt.

- (g) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- (ii) The quarterly periods are defined as follows:
- (A) 1<sup>st</sup> quarter: April 1 to June 30;
  - (B) 2<sup>nd</sup> quarter: July 1 to September 30;
  - (C) 3<sup>rd</sup> quarter: October 1 to December 31; and
  - (D) 4<sup>th</sup> quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

- 
- (iii) Each report must contain the following information for each validly issued TA (as amended):
- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
  - (B) a title or a brief description of each authorized task;
  - (C) the name, Resource category and level of each resource involved in performing the TA, as applicable;
  - (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
  - (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
  - (F) the start and completion date for each authorized task; and
  - (G) the active status of each authorized task, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TA's (as amended):
- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TA's; and
  - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TA's.
- (h) **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. For greater clarity, each draft TA, which is identifiable by its task number, will only count as one instance. A valid response is one that is submitted within the required time period and meets all requirements of the draft TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the draft TA at pricing not exceeding the rates set out in Annex B.
- (i) **Suspension of Eligibility for Future TAs:**
- (i) Canada may, by sending written notice to the Contractor, suspend the Contractor's eligibility for receiving TAs under the Contract for maximum period of 6 months or timeframe otherwise specified by Canada under any of the following circumstances:
    - (A) The Contractor is in default in carrying out any of its obligations under the contract, including paragraph 05 of General Condition 2035 (2022-05-12), Conduct of the Work;
    - (B) Canada has documented performance issues that impact the delivery of the Work required under one or more TAs. This could include demonstrated inability to provide or maintain qualified resources, replacing resources repeatedly, or providing qualified resource replacements in a timely manner, any of which impact on the delivery of the Work.
    - (C) Canada has imposed measures on the Contractor under the Vendor Performance Corrective Measure Policy (or such similar policy that may be in place from time to time).

- (ii) Suspension of the Contractor's eligibility to receive TAs under the Contract will not affect the right of Canada to pursue other remedies or measures that may be available. It will not, on its own, affect any TA entered into before the issuance of the notice.
  - (iii) The duration of the suspension and the conditions, if applicable, which may be required by Canada to lift the suspension will be communicated in writing. The Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the performance issues. If Canada deems there are issues not addressed within the action plan, Canada may express its concerns in writing. The Contractor will have five working days from the date that the written communication is sent to deliver an action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (j) **Consolidation of TA's 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 TA's for administrative purposes.

### 7.3 Minimum Work Guarantee

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

### 7.4 Standard Clauses and Conditions

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

- (a) **General Conditions:**
- (i) 2035 (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Work Guarantee, or due to the Contractor as of the date of termination, or
  - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

### 7.5 Security Requirement

The following security requirements (SRCL Common #19 and related clauses provided by the Contract Security Program) as set out under Annex "B" to the Supply Arrangement EN578-170432, applies to and forms part of the Contract.

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **secret**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status or secret** as required, granted or approved by the CSP, PWGSC.
- (c) The Contractor **must not** remove any **protected/classified** information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirement are **not** to be awarded without the prior written permission of the CSP, PWGSC.
- (e) The Contractor must comply with the provisions of the:
  - (i) Security Requirement Check List and security guide (if applicable), attached at Annex C; and
  - (ii) Industrial Security Manual (Latest Edition)

**7.6 Use of Personal Protective Equipment and Occupational Health and Safety (OHS) Guideline(s)**

- (a) The Contractor must comply with Government of Canada onsite requirements in respect of Personal Protective Equipment (PPE) and adhere to Occupational Health and Safety (OHS) guidelines in force in the workplace.
- (b) The Contractor will provide its resources the following individual PPE for working on site: prescribed face covering mask, gloves, protective shield, and anything else that is required as a pre-requisite to entry and to work on Government of Canada premises. Canada reserves the right to modify the list of PPE and OHS guidelines, if required, to include any future recommendations proposed by the Public Health Agencies.
- (c) The Contractor warrants that its resources will wear the PPE mentioned above when onsite and follow at all times the Occupational Health and Safety (OHS) guidelines in force in the workplace during the contract period. If resources are not wearing the prescribed PPE and/or are not following the Occupational Health and Safety (OHS) guidelines in force in the workplace, they will not be permitted access to government of Canada sites.

**7.7 Contract Period**

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends two years later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
  - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three 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 contract amendment.

**7.8 Authorities**

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Sébastien Dupuis  
Public Works and Government Services Canada  
Acquisitions Program  
Professional Services Procurement Directorate  
10 Wellington St., 4<sup>th</sup> Floor  
Les Terrasses de la Chaudière  
Gatineau, Québec K1A 0S5

Telephone : 873-354-0246

E-mail address : [sebastien.dupuis@tpsgc-pwgsc.gc.ca](mailto:sebastien.dupuis@tpsgc-pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not

perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**(b) Technical Authority**

The Technical Authority for the Contract is:

***TO BE INSERTED UPON CONTRACT AWARD***

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

**(c) CIC Procurement Representative**

The CIC Procurement Representative is:

***TO BE INSERTED UPON CONTRACT AWARD***

The CIC Procurement Representative is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the administrative aspects of the Work under the Contract, communication with PWGSC Contracting Authority on all matters concerning the Contract, procurement initiation authority, and providing PWGSC reports on Contract utilization. Technical matters may be discussed with the CIC Procurement Representative; however, the CIC Procurement Representative has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**(d) Contractor's Representative**

***TO BE INSERTED UPON CONTRACT AWARD***

**7.9 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.

**7.10 Payment**

**(a) Basis of Payment**

- (i) Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) 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.
- (iii) Contractor's Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex B remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in

accordance with the firm rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.

- (iv) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

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

- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the amount set out on page 1 of the Contract, less any Applicable taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included, and Applicable Taxes are included
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (A) when it is 75 percent committed, or
- (B) 4 months before the contract expiry date, or
- (C) As soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- (i) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

(c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum 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) **Electronic Payment of Invoices – Contract**

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

- (i) Direct Deposit (Domestic and International);

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

(e) **Time Verification**

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

(f) **Payment Credits**

(i) **Failure to Provide Resource:**

(A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.

(B) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

(C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:

- (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
- (2) the corrective measures required of the Contractor described above are not met.

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

(ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.

(iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

(iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

(v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

(vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately

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

- (g) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation, closure or there are enhanced measures to restrict access to 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, closure or restricted access.
  - (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

#### **7.11 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 an electronic copy of each invoice to [IRCC.FINInvoices-FacturesFIN.IRCC@cic.gc.ca](mailto:IRCC.FINInvoices-FacturesFIN.IRCC@cic.gc.ca), and a copy to the Contracting Authority.

#### **7.12 Certifications and Additional Information**

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

#### **7.13 Federal Contractors Program for Employment Equity - Default by Contractor**

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

#### **7.14 Applicable Laws**

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

### 7.15 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
  - (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2022-05-12), Higher Complexity - Services;
- (d) Annex A, Statement of Work, including its Appendices as follows:
  - (i) Appendix A to Annex A - Tasking Assessment Procedure;
  - (ii) Appendix B to Annex A - Task Authorization (TA) Form;
  - (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Table;
  - (iv) Appendix D to Annex A - Certifications at the TA stage;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
  - (i) Appendix A to Annex C – Security Classification Guide;
- (g) the validly issued Task Authorizations and any required certifications (*including all of their annexes, if any*); and
- (h) the Contractor's bid dated \_\_\_\_\_ **(TO BE INSERTED UPON CONTRACT AWARD)**, as clarified on "or" as amended \_\_\_\_\_ **(TO BE INSERTED UPON CONTRACT AWARD)**, if applicable.

### 7.16 Foreign Nationals (Canadian Contractor)

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

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

### 7.17 Foreign Nationals (Foreign Contractor)

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

### 7.18 Insurance Requirements

#### (a) Compliance with Insurance Requirements

- (i) The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (ii) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

- (iii) The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.
- (b) **Commercial General Liability Insurance**
- (i) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (ii) The Commercial General Liability policy must include the following:
- (A) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (B) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (C) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (D) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (E) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (F) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (G) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (H) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (I) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (J) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (K) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- (L) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (M) Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- (c) **Errors and Omissions Liability Insurance**
- (i) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
  - (ii) If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (iii) The following endorsement must be included:  
  
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
    - (B) physical injury, including death.
  - (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.

- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
- (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

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

(c) **Third Party Claims:**

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

**7.20 Joint Venture Contractor**

- (a) The Contractor confirms that the name of the joint venture is   and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

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

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

#### **7.21 Professional Services - General**

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the 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 Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

##### **Replacement of Specific Individuals**

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

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

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

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

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

#### **7.22 Safeguarding Electronic Media**

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

#### **7.23 Representations and Warranties**

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

#### **7.24 Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities,

equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

#### **7.25 Implementation of Professional Services**

If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than 10 working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

#### **7.26 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](#)".

#### **7.27 Identification Protocol Responsibilities**

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

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

---

## ANNEX A

### STATEMENT OF WORK

#### Business Analysis and Functional Services

#### 1. OBJECTIVE

The Department of Citizenship and Immigration Canada (CIC) has a requirement to expand and migrate its current technological framework towards a modern cloud base oriented infrastructure and digital design principles. The objective of this requirement is to obtain professional services to support the development needs, growth, expansion, modernization, changes, and the enhancements of Citizenship and Immigration Canada's (CIC) Global Case Management System (GCMS) Online Services. More specifically, the Contractor must support the overall modernization and transformation of the existing CIC GCMS online solutions which aim at reducing application processing times and improving the Department's service delivery and client services.

#### 2. BACKGROUND

Citizenship and Immigration Canada (CIC) Mandate and Role:

- 2.1 CIC selects and welcomes, as permanent and temporary residents, foreign nationals whose skills contribute to Canadian prosperity. It also reunites family members.
- 2.2 The Department maintains Canada's humanitarian tradition by welcoming refugees and other people in need of protection, thereby upholding its international obligations and reputation.
- 2.3 CIC, in collaboration with its partners, conducts the screening of potential permanent and temporary residents to protect the health, safety and security of Canadians. CIC is also responsible for the issuance and control of Canadian passports and other travel documents that facilitate the travel of Canadian citizens, permanent residents and protected persons.
- 2.4 The Department builds a stronger Canada by helping all newcomers settle and integrate into Canadian society and the economy, and by encouraging, granting and providing proof of Canadian citizenship.
- 2.5 CIC offers its many programs either directly or through contract, grant or contribution agreement, or in partnership with other government departments. Immigration services are offered on the CIC website, as well as at 25 in-Canada points of service and 61 points of service in 50 countries. As of November 2018, there were 152 visa application centers in 103 countries, 133 application support centers in the United States, and a panel physician's network operating around the world. Settlement and integration services are offered through a network of over 500 service provider organizations across Canada. The Department also works with Employment and Social Development Canada, its principal domestic passport service delivery partner, leveraging the latter's extensive network of passport processing centers and walk-in sites (34 passport offices and 315 Service Canada sites). CIC also partners with Global Affairs Canada, which provides passport services abroad in 206 different locations.
- 2.6 The Global Case Management System (GCMS) / eServices are a top priority for CIC. GCMS/eServices are essential to improve immigration services, maintain program integrity, and strengthen the security of Canada.
- 2.7 There are now over 14,000 end users at CIC offices in Canada and overseas working with one integrated system to process immigration, citizenship and passport applications from end to end, along one client continuum. GCMS continues to develop and maintain system capabilities, incorporating new business and technology enhancements to improve functionality and business processes.

- 2.8 As identified by the Chief Information Officer Branch (CIOB), GCMS has been deemed the standard of case management systems in the Human Migration Program Activity Architecture (PAA) area. As integration with other CIC lines of business and other departments and agencies such as Canada Border Services Agency (CBSA) and Passport Canada continues, CIC is being called upon to investigate feasibility of a global case management system meeting the needs and requirements of other departments.
- 2.9 GCMS/eServices provides CIC with a single, integrated processing capability for citizenship, immigration and passport applications processed overseas and in Canada.
- 2.10 GCMS/eServices increases CIC's ability to detect and combat citizenship, immigration and passport fraud. It enhances current reporting capabilities and increases CIC's ability to identify trends and address labour market needs.
- 2.11 GCMS/eServices lays the foundation for future service enhancements and is a fundamental component of CIC's service innovation agenda.
- 2.12 The GCMS/eServices Portfolio will have an ongoing requirement over several years for professional services to assist with further enhancements and expansion of GCMS/eServices.

### **3. SCOPE**

- 3.1 The scope of this requirement is for the provision of Business Analysts and Enterprise Resource Planning (ERP) Functional Analysts services on an "as and when requested" basis in Ottawa, Ontario. Information Management /Information Technology (IM/IT) services will be provided in support of the GCMS/eServices Portfolio.

### **4. REQUIREMENTS**

- 4.1 The Contractor must:

- a. supply support services resources via a Task Authorization (TA) on an "as and when requested" basis in the resource categories described in this Statement of Work (SOW);
- b. ensure that the resources are fluent in the language(s) specified in the TA;
- c. ensure that the resources have the security clearance specified in the TA;
- d. ensure that resources support operational working hours as specified in the TA;
- e. attend, as a minimum, quarterly meetings with the Technical Authority to review:
  - i. the financial elements of the Contract based on the monthly financial report; and
  - ii. other issues as deemed necessary by either party.

### **5. CIC CORE TECHNOLOGY INFRASTRUCTURE**

- 5.1 CIC's technology infrastructure is most heavily concentrated in Ottawa, Ontario - serving the needs of staff in the National Capital Region. Significant amounts of hardware and software are also installed in other offices in Canada and in overseas missions around the world.

- 5.2 Software Environment:

#### **5.2.1 Programming Languages**

- Java/.NET
- C, C+, C++, C#
- SQL
- Powershell
- COM
- COM+/DCOM
- e-Script
- Typescript
- Javascript (ES6)

#### 5.2.2 ERPs

- Siebel CRM (Open UI / IP2019)
- Siebel BIP
- Oracle BI (including Publisher)
- Rational Suite (ClearCase, Functional Tester)
- Oracle WebLogic
- Oracle Enterprise Manager (OEM)
- Erwin
- Informatica
- HP Mercury LoadRunner
- Adobe (Central Server, LiveCycle)
- Oracle Policy Automation (OPA)
- Team Foundation Server
- Sparx Systems Enterprise Architect
- SSA-Name-3
- Oracle GoldenGate
- Oracle IDM

#### 5.2.3 Integrated Development Environments:

- Visual Studio
- SQL Server Management Studio (SSMS)
- Eclipse
- VS Code
- Git
- IntelJ

#### 5.2.4 Operating Environments:

- MS Windows 2016
- MS Windows 10
- MS Windows 2012
- Linux (RedHat, SELinux)
- OPENVMS

#### 5.2.5 Middleware:

- BizTalk
- Siebel EAI
- Oracle API Gateway
- IBM WebSphere MQ
- IIS (.NET)
- CITRIX
- IBM WebSphere
- Jboss
- Load Balancer (F5)
- Apache Tomcat
- OpenAM
- Drools (Red Hat)

#### 5.2.6 Database Technologies and tools:

- Oracle
- MS SQL Server
- Redgate Suite
- Erwin modeling suite
- Sybase
- MySQL/Aurora/MariaDB
- NoSQL (Mongo DB/DynamoDB)

#### 5.2.7 Cloud Technologies

- AWS

- Azure

#### 5.2.8 Enterprise Security

- Entrust
- Microsoft Capi
- Versa Sec
- Putty
- SSH
- VPN

#### 5.2.9 Framework

- Angular 4+
- ReactJS
- Swagger

Note: CIC Technology infrastructure will change with time.

## 6. RESOURCE CATEGORIES

The Contractor must provide resources under the following categories and level:

<b>Category</b>	<b>Level</b>
A.2 ERP Functional Analyst	2
B.1 Business Analyst	2
B.1 Business Analyst	3

### 6.1 A.2 ERP Functional Analyst, Level 2

Tasks may include but are not limited to:

- a) Gather and analyze information to establish the functional needs of a system or project;
- b) Develop and document ERP functional, business, and/or system requirements specifications;
- c) Design, develop, test and implement procedures for computer systems, and sub-systems of larger systems;
- d) Document forms, manuals, programs, data files, and procedures;
- e) Coordinate and integrate with other functional and technical teams running JAD sessions for other areas of the application including system interfaces, capability interaction, and managerial/operational reporting;
- f) Provide recommendations on progress, direction, and process improvements to Senior Management on an as needed basis; and
- g) Provide related briefings to management.

### 6.2 B.1 Business Analyst – Level 2

Tasks may include but are not limited to:

- a) Evaluate existing procedures and methods and develop/document business process (“as-is” and “to-be”) models;
- b) Work with business and technical stakeholders to develop and document detailed business requirements and user stories for considered alternatives (in both Waterfall and Agile environments);

- c) Identify candidate business processes for re-design, prototype potential solutions, provide trade-off information and suggest a recommended course of action. Identify the modifications to the automated processes;
- d) Establish acceptance test criteria with clients;
- e) Support delivery of business requirements via training support and communications;
- f) Investigate user issues related to the implementation of business requirements; and
- g) Provide related briefings and status reports to management.

### **6.3 B.1 Business Analyst – Level 3**

Tasks may include but are not limited to:

- a) Evaluate existing procedures and methods and develop/document business process (“as-is” and “to-be”) models;
- b) Work with business and technical stakeholders to develop and document detailed business requirements and user stories for considered alternatives (in both Waterfall and Agile environments);
- c) Identify candidate business processes for re-design, prototype potential solutions, provide trade-off information and suggest a recommended course of action. Identify the modifications to the automated processes;
- d) Establish acceptance test criteria with clients;
- e) Establish training and communications criteria with client and develop and implement required plans;
- f) Coach, mentor and provide knowledge transfer to CIC employees; and
- g) Provide related briefings and status reports to management.

While the tasks that are identified for the levels may be similar, it is expected that the Level 3 resources will take on a leadership role and will be required for more complex requirements.

## **7. DELIVERABLES**

- 7.1 Deliverables will be specified within each TA. The scope of work of each TA will identify the particular deliverable(s), delivery schedule (if applicable), tasks and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.
- 7.2 The Contractor must provide various project status updates as driven by the applications used, as well as project deliverables resulting from the tasks performed as described in the TA.

## **8. LANGUAGE REQUIREMENTS**

- 8.1 Contractor personnel must be fluent in the English language. There may be a requirement from time to time for work to be conducted in English and in French. In such cases, specific requirements for Contractor personnel to be fluent in both the English and French languages will be detailed in each Task Authorization. For such bilingual work, the Contractor personnel must be able to communicate orally and in writing in English and French without any assistance and with minimal errors.

## **9. WORKING HOURS**

- 9.1 The Contractor’s resources must be available to work outside normal operations hours during the duration of the Contract and the Contractor may need to provide the resources on evenings, weekends and/or holidays. Any time worked over the number of billable hours/days in a month

must be pre-approved by the Technical Authority and documented through a validly issued Task Authorization.

## **10. SUPPORT PROVIDED BY CANADA**

- 10.1 A work space (desk in an office or pod), telephone and personal computer will be provided for Contractor personnel. Access to the CIC network, GCDOCS, non-production and production environments (as required to perform their work) will also be provided.
- 10.2 Due to the uncertain future availability of CIC office facilities, the Contractor must, at no additional cost to Canada, be prepared to provide a continuous flow of contracted service from its own offices or place of business if, for any reason, suitable CIC office facilities become unavailable.

## **11. LIMITATIONS AND CONSTRAINTS**

- 11.1 Travel Requirements  
All the work associated with the requirement will be carried out in the National Capital Region (NCR). Travel within and outside the NCR will not be reimbursed.
- 11.2 Access to protected information  
The Contractor's resources may come into contact with protected information and as such must ensure:
  - i. All protected documents and proprietary Crown information must remain on CIC premises; and
  - ii. All protected materials, including documents and files belonging to CIC must be returned to the Project Authority upon completion of the work.
- 11.3 Interdependencies  
Interdependencies exist with other departments and countries who are not within the same time zone. Thus, work falling outside of the normal core hours in the NCR (07:00 to 17:00) may be required.

## **12. ACCESSIBILITY**

- 12.1 CIC has considered accessibility as part of this procurement as per the Treasury Board of Canada Secretariat (TBS) Guideline on Making Information Technology Usable by All. The Contractor can access this Guideline on the TBS website, or a copy may be provided by CIC upon contract award.

---

## APPENDIX A TO ANNEX A

### TASKING ASSESSMENT PROCEDURE

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

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

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

**APPENDIX B TO ANNEX A  
TASK AUTHORIZATION FORM**

TASK AUTHORIZATION (TA) FORM				
Contractor:		Contract Number:		
Commitment Number (PR#):		Financial Coding:		
Task Number:		Amendment Number:		
Issue Date:		Response required by:		
1. STATEMENT OF WORK (WORK ACTIVITIES, CERTIFICATIONS AND DELIVERABLES)				
Description of the Project / Work Required:				
Resource Category:				
Number of resources:				
Background:				
General Purpose and Scope:				
Tasks and Responsibilities:				
Deliverables:				
2. PERIOD OF SERVICES		FROM (DATE):	TO (DATE):	
3. Work Location:				
4. Invoice sent to:				
5. Travel Requirements:				
6. Language Requirements:				
7. Other Conditions / Constraints:				
8. Level of Security Clearance Required for the Contractor Personnel:				
9. Contractor's Response:				
Category and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
Resource Category Resource name	(insert)	\$		\$
		<b>Estimated Cost (A):</b>		\$
		<b>Applicable Taxes (B):</b>		\$
		<b>Total Labour Cost (C= A + B):</b>		\$
		<b>Total Travel &amp; Living Cost (D):</b>		
		<b>Maximum TA Price (E = C + D):</b>		\$
Please note that consultants <b>must</b> not exceed the maximum number of days allocated in the TA.				

Solicitation Number:  
B8947-220390/A

Amendment Number:

Buyer ID:  
637ZM

<b>10. Contractor's Signature</b>	
Name, Title and Signature of Individual Authorized to Sign on Behalf of <b>Contractor</b>  (type or print)	Signature: _____ Date: _____
<b>11. Approval – Signing Authority</b>	
<b>Signatures (Client)</b>	
Name, Title and Signature of <b>Technical Authority</b> to Sign on Behalf of CIC  (type or print)	Signature: _____ Date: _____
Name, Title and Signature of <b>CIC Procurement Representative</b> to Sign on Behalf of CIC  (type or print)	Signature: _____ Date: _____
<b>Signatures (PWGSC)</b>	
Name, Title and Signature of <b>*Contracting Authority</b> to Sign on Behalf of Public Works and Government Services Canada  (type or print)	Signature: _____ Date: _____
*Signature required (Contracting Authority) for TA valued at \$400,000.00 or more, Applicable Taxes included	

**APPENDIX C TO ANNEX A**

**RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE**

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

**A.2 ERP Functional Analyst – Level 2**

<b>MTC#</b>	<b>Mandatory Technical Criteria (MTC)</b>	<b>Met / Not Met</b>	<b>Contractor's Response (Cross Reference to Résumé)</b>
<b>MTC1</b>	The proposed resource must demonstrate at least 7 years of experience as an ERP Functional Analyst working within an IM/IT environment. This experience must come from at least 2 separate projects.		

<b>RTC#</b>	<b>Rated Technical Criteria (RTC)</b>	<b>Years of Experience</b>	<b>Point Rating</b>	<b>Contractor's Response (Cross Reference to Résumé)</b>
<b>RTC1</b>	The proposed resource should clearly demonstrate experience gathering and analyzing information to establish the functional needs of a system or project.	Less than 1 year 1 to 2 years 2+ to 3 years 3+ to 4 years 4+ to 5 years 5+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
<b>RTC2</b>	The proposed resource should demonstrate experience in joint business and IT sessions that include the facilitation and coordination of design solutions for user and system interactions (GUI) using Joint Application Design (JAD) techniques.	Less than 1 year 1 to 2 years 2+ to 3 years 3+ to 4 years 4+ to 5 years 5+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
<b>RTC3</b>	The proposed resource should clearly demonstrate experience leading the development and documentation of each of the following for enterprise wide applications: a) Business Process Models; b) ERP Functional Requirements; c) System Use Cases; d) System Requirements; and e) Interface Requirements.	Less than 1 year 1 to 2 years 2+ to 3 years 3+ to 4 years 4+ to 5 years 5+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
<b>RTC4</b>	The proposed resource should clearly demonstrate experience implementing and testing procedures for enterprise computer systems.	Less than 1 year 1 to 2 years 2+ to 3 years 3+ to 4 years 4+ to 5 years	0 pts 2 pts 4 pts 6 pts 8 pts	

	5+ years	10 pts	
<b>Maximum Points Available:</b>	<b>40</b>		
<b>Minimum Points Required:</b>	<b>28</b>		
<b>Points Obtained:</b>			

**B.1 Business Analyst – Level 2**

<b>MTC#</b>	<b>Mandatory Technical Criteria (MTC)</b>	<b>Met / Not Met</b>	<b>Contractor's Response (Cross Reference to Résumé)</b>
<b>MTC1</b>	The proposed resource must clearly demonstrate at least 7 years of experience as a Business Analyst working within an IM/IT environment while working on at least 2 separate projects.		

<b>RTC#</b>	<b>Rated Technical Criteria (RTC)</b>	<b>Years of Experience</b>	<b>Point Rating</b>	<b>Contractor's Response (Cross Reference to Résumé)</b>
<b>RTC1</b>	The proposed resource should clearly demonstrate experience in leading the identification of detailed requirements for business processes re-design, determining requirements for modifications to automated processes and documenting interfaces of manual to automated processes.	Less than 1 year 1 to 2 years 2+ to 3 years 3+ to 4 years 4+ to 5 years 5+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
<b>RTC2</b>	The proposed resource should clearly demonstrate experience in leading the analysis of functional business requirements to identify information exchanges, operational procedures, and decision flows.	Less than 1 year 1 to 2 years 2+ to 3 years 3+ to 4 years 4+ to 5 years 5+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
<b>RTC3</b>	The proposed resource should clearly demonstrate experience in completing the detailed documentation of business processes, business requirements and acceptance test criteria.	Less than 1 year 1 to 2 years 2+ to 3 years 3+ to 4 years 4+ to 5 years 5+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
<b>RTC4</b>	The proposed resource should clearly demonstrate experience investigating user issues related to the implementation of business requirements.	Less than 1 year 1 to 2 years 2+ to 3 years 3+ to 4 years 4+ to 5 years 5+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
	<b>Maximum Points Available:</b>	<b>40</b>		
	<b>Minimum Points Required:</b>	<b>28</b>		
	<b>Points Obtained:</b>			

**B.1 Business Analyst – Level 3**

<b>MTC#</b>	<b>Mandatory Technical Criteria (MTC)</b>	<b>Met / Not Met</b>	<b>Contractor's Response (Cross Reference to Résumé)</b>
<b>MTC1</b>	The proposed resource must clearly demonstrate at least 12 years of experience as a Business Analyst		

	working within an IM/IT environment while working on at least 3 separate projects.		
--	--	--	--

RTC#	Rated Technical Criteria (RTC)	Years of Experience	Point Rating	Contractor's Response (Cross Reference to Résumé)
RTC1	The proposed resource should clearly demonstrate experience in leading the identification of detailed requirements for business processes re-design, determining requirements for modifications to automated processes and documenting interfaces of manual to automated processes.	Less than 1 year 1 to 3 years 3+ to 5 years 5+ to 7 years 7+ to 9 years 9+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
RTC2	The proposed resource should clearly demonstrate experience in leading the analysis of functional business requirements to identify information exchanges, operational procedures, and decision flows.	Less than 1 year 1 to 3 years 3+ to 5 years 5+ to 7 years 7+ to 9 years 9+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
RTC3	The proposed resource should clearly demonstrate experience in completing the detailed documentation of business processes, business requirements and acceptance test criteria.	Less than 1 year 1 to 3 years 3+ to 5 years 5+ to 7 years 7+ to 9 years 9+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
RTC4	The proposed resource should clearly demonstrate experience training and coaching team members on requirements gathering and documentation procedures.	Less than 1 year 1 to 3 years 3+ to 5 years 5+ to 7 years 7+ to 9 years 9+ years	0 pts 2 pts 4 pts 6 pts 8 pts 10 pts	
<b>Maximum Points Available:</b>		<b>40</b>		
<b>Minimum Points Required:</b>		<b>28</b>		
<b>Points Obtained:</b>				

---

**APPENDIX D TO ANNEX A  
CERTIFICATIONS AT THE TA STAGE**

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

**1. CERTIFICATION OF EDUCATION AND EXPERIENCE**

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

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**2. CERTIFICATION OF AVAILABILITY OF PERSONNEL**

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**3. CERTIFICATION OF STATUS OF PERSONNEL**

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

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**4. CERTIFICATION OF LANGUAGE - English or Bilingual**

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are 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.

OR

Solicitation Number:  
B8947-220390/A

Amendment Number:

Buyer ID:  
637zM

---

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

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**ANNEX B**  
**BASIS OF PAYMENT**

**INITIAL CONTRACT PERIOD:**

			Firm Per Diem Rate	
	Resource Category	Level of Experience	Year 1	Year 2
A.2	ERP Functional Analyst	2	\$	\$
B.1	Business Analyst	2	\$	\$
B.1	Business Analyst	3	\$	\$

**OPTION PERIODS:**

			Firm Per Diem Rate		
	Resource Category	Level of Experience	Year 3	Year 4	Year 5
A.2	ERP Functional Analyst	2	\$	\$	\$
B.1	Business Analyst	2	\$	\$	\$
B.1	Business Analyst	3	\$	\$	\$

## ANNEX C SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#19



Contract Number / Numéro du contrat B8947-220390
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 IRCC	2. Branch or Directorate / Direction générale ou Direction IT Operations	
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 See Statement of Work		
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"/>  Not releasable À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>   Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>    Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/> SECRET SECRET <input checked="" type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED <input type="checkbox"/> NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL <input type="checkbox"/> NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A <input type="checkbox"/> PROTÉGÉ A <input type="checkbox"/> PROTECTED B <input type="checkbox"/> PROTÉGÉ B <input type="checkbox"/> PROTECTED C <input type="checkbox"/> PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
--



COMMON-PS-SRCL#19



Contract Number / Numéro du contrat B8947-220390
Security Classification / Classification de sécurité UNCLASSIFIED

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  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 FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" 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

COMMON-PS-SRCL#19



Contract Number / Numéro du contrat
B8947-220390
Security Classification / Classification de sécurité
UNCLASSIFIED

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL					A	B	C	CONFIDENTIEL	
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).**

---

## **APPENDIX A TO ANNEX C**

### **SECURITY CLASSIFICATION GUIDE**

The contractor and its employees will require access to Protected A, Protected B, Confidential and Secret Information under contract (B8947-220390) for IT Operations.

1. The Contractor personnel holding a valid Reliability Status should only access Protected A and Protected B information, on a need-to-know basis, as stipulated in the SRCL. The Contractor personnel requiring access to Secret information must each hold a valid Secret security clearance, granted or approved by CISD/PWGSC.
2. Unscreened personnel will not be accepted for completing portions of the work under the Contract.
3. Prior to the Contractor Personnel being approved for working from home, the Baseline Security Requirements must be met and signed off by both IRCC and the Contractor's CSO including addressing all security measures for protecting sensitive information must be followed.
4. Should the Work be performed at designated Government of Canada facilities, all regular security measures and procedures must be undertaken and followed when handling sensitive information. The work must be performed within the approved secure zone (Operations zone for Protected A and Protected C and Security Zone for Secret) with all security controls in place for sensitive information. Only appropriately cleared personnel may work on this task. Contractors must ensure proper handling of protected and classified information at all times of this contract. Once work is completed for the day, all documents and sensitive information must be stored in government approved filing cabinets equipped with appropriate locking devices identified in the RCMP security equipment guide. When different levels of classified and designated information are stored together, storage must comply with the standard for the most sensitive information involved.
5. Contractors holding both Reliability Status and Secret clearance must not access sensitive information other than what is identified in the Statement of Work.

**ATTACHMENT 3.1**

<b>BID SUBMISSION FORM</b>		
<b>Bidder's full legal name</b>		
<b>Bidder's Supply Arrangement Number</b> <i>[Note to Bidders: Please ensure you provide your Supply Arrangement number]</i>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Company Security Officer (CSO) contact information:</b>	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
<b>Authorized Representative of the Bidder for contract purposes:</b> The individual that will be designated as the Contractor's Representative if a contract is awarded as a result of this bid solicitation.	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <i>[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.]</i>		
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction		

applicable to any resulting contract (if other than as specified in solicitation)	
<p><b>Former Public Servants</b></p> <p>See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>
<p><b>Security Clearance Level of Bidder</b></p> <p>[include both the level and the date it was granted]</p> <p><i>[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.]</i></p>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>	
<b>Signature of Authorized Representative of Bidder</b>	

Solicitation Number:  
B8947-220390/A

Amendment Number:

Buyer ID:  
637ZM

---

**ATTACHEMENT 3.2**  
**ELECTRONIC PAYMENT INSTRUMENTS**

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

Direct Deposit (Domestic and International)

**ATTACHMENT 4.1  
MANDATORY TECHNICAL CRITERIA**

*BUSINESS ANALYSIS AND FUNCTIONAL SERVICES*

**Note to Bidder:** The bid solicitation publication date is stated under Publish Date on page one of the initial Notice of Proposed Procurement (NPP), not including amendments. The use of the terms “ongoing”, “present”, or any date past the publication date will not be accepted as the publication date.

**Note 2 to Bidder:** When providing date ranges for reference contracts, Canada requests that bidders use the format MM/DD/YYYY to MM/DD/YYYY. For example: 04/15/2020 to 04/14/2021 is acceptable for a one year period. The examples Apr 2020 to Apr 2021 and 15/Apr/2020 to 30/Apr/2021 would NOT be acceptable for a one year period. combined

MTC#	Mandatory Technical Criteria (MTC)	Bidder's Response (Reference to Substantiating Materials included in Bid)
<b>MTC1</b>	<p><b>Bidder's Corporate Experience:</b></p> <ol style="list-style-type: none"> <li>1. Using up to two IM/IT contracts which provided Business Analysis and ERP Functional Analyst services, as described in Annex A Statement of Work (SOW) of this requirement, the Bidder must demonstrate experience for each reference contract as follows:               <ol style="list-style-type: none"> <li>(a) Must have been a contract with a single client;</li> <li>(b) Must have a minimum contract value of \$5 Million (not including amendments and applicable taxes);</li> <li>(c) As of the bid solicitation publication date (see Note 1 to Bidder), must have been completed in the last three years or have been ongoing for a minimum of six months;</li> <li>(d) Collectively, up to two reference contracts must have invoiced for at least six resources including:                   <ol style="list-style-type: none"> <li>i. two resources providing services that are the same or similar to the A.2 ERP Functional Analyst category listed in Annex A SOW of this requirement, and</li> <li>ii. four resources providing services that are the same or similar to the B.1 Business Analyst category listed in Annex A SOW of this requirement .</li> </ol> </li> <li>(e) Each of the six resources must have invoiced for a minimum of 120 billable days during a period of one year within the last three years as of the bid solicitation publication date (see Note 1 to Bidder). A resource cannot be named more than once for the same resource category; and</li> <li>(f) The Bidder must map at least 70% of the SOW tasks of the identified resource category this requirement to the tasks of</li> </ol> </li> </ol>	

MTC#	Mandatory Technical Criteria (MTC)	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>the resource category identified in the reference contract. In the event that 70% of the tasks results in a decimal (for example 4.8 tasks), the number of tasks would be rounded down (i.e. 4 tasks would be accepted as being equivalent). <i>For the same resource category, Canada will automatically consider the referenced resource category, procured through the TBIPS contracting vehicle, to be 70% aligned with the SOW tasks of this requirement.</i></p> <p>2. The Bidder must provide the following information for each reference contract:</p> <p>(a) The name of the client organization to whom the services were provided;</p> <p>(b) The client reference contact information, including name, title, telephone number, and email address;</p> <p>(c) The contract number or reference number;</p> <p>(d) The value of the contract (not including amendments and applicable taxes);</p> <p>(e) The overall Contract start and end dates (MM/DD/YYYY to MM/DD/YYYY);</p> <p>(f) The list of the resources provided under the contract that are the same or similar to the A.2 ERP Functional Analyst category (two resources) and the B.1 Business Analyst category (four) under Annex A SOW of this requirement, with the following information:</p> <p>(i) the resource's first and last name;</p> <p>(ii) the title of the resource category provided under the reference contract and the corresponding title of the resource category under Annex A SOW of this requirement;</p> <p>(iii) the start and end dates (MM/DD/YYYY to MM/DD/YYYY) of the one-year period within the last three years as of the bid solicitation publication date (see Note 1 to Bidder) in which the resource performed a minimum of 120 billable days of service;</p> <p>(iv) the total billable days of service performed by the resource during this period;</p> <p>(v) a brief description of the services performed by each resource; and</p> <p>(vi) mapping to at least 70% of Annex A SOW tasks of the identified resource category of this requirement to the tasks for the resource category identified in the reference contract.</p>	

MTC#	Mandatory Technical Criteria (MTC)	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>(g) A signed attestation from the Client confirming that the information provided by the Bidder is accurate and true for the reference contract.</p> <p>The reference contract must have been contracted with the Bidder submitting a bid for this requirement. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors. The Government of Canada is not considered a single client. An individual department, agency or Crown Corporation is considered a single client.</p> <p>Form M1-1 is provided to assist Bidders in structuring the required information for the reference contract. The form must be signed by the client reference to attest the information provided is accurate and true. If Form M1-1 provided with the bid is not signed by the client reference, the Contracting Authority will inform the Bidder of a time frame within which to provide the signed Form M1-1. Failure to provide the signed Form M1-1 within the time frame will render the bid non-responsive.</p> <p>Form M1-2 is provided to assist Bidders in structuring the required information for the 120 billable days for each resource.</p> <p>Form M1-3 is provided to assist Bidders in structuring the required information for mapping tasks for resource categories.</p>	
<b>MTC2</b>	<p><b>Bidder's Billable Days:</b></p> <p>Using the reference contract(s) in MTC1, the Bidder must demonstrate that the reference contract(s) had a cumulative total of at least 2,000 billable days invoiced for resources that are the same or similar to the ERP Functional Analyst and Business Analyst resource categories listed in Annex A SOW of this requirement, covering a period not more than three years as of the bid solicitation publication date (see Note 1 to Bidder).</p> <p>The Bidder must map at least 70% of the SOW tasks of the identified resource category of this requirement to the tasks of the resource category identified in the reference contract. In the event that 70% of the tasks results in a decimal (for example 4.8 tasks), the number of tasks would be rounded down (i.e. 4 tasks would be accepted as being equivalent).</p> <p><i>For the same resource category, Canada will automatically consider the referenced resource category, procured through the TBIPS contracting vehicle, to be 70% aligned with the SOW tasks of this requirement.</i></p> <p>The Bidder must provide the following information for each reference contract:</p> <p>(a) The start and end date (MM/DD/YYYY) of the three-year period;</p>	

MTC#	Mandatory Technical Criteria (MTC)	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>(b) The title of the resource category provided under the contract and the corresponding title of the ERP Functional Analyst and Business Analyst categories under the SOW of this requirement;</p> <p>(c) The first and last names of each resource provided under the contract that are the same or similar to the ERP Functional Analyst and Business Analyst categories under the SOW of this requirement;</p> <p>(d) The total number of days billed under the contract per resource that is the same or similar to the ERP Functional Analyst and Business Analyst categories under the SOW of this requirement during the period indicated above; and</p> <p>(e) Mapping to at least 70% of Annex A SOW tasks of this requirement to the tasks for the resource category identified in the reference contract, if the resource category identified in the reference contract was not mapped in the Bidder's response to MTC1.</p> <p>Form M2-1 is provided to assist Bidders in providing the required information for the reference contract's billable days.</p> <p>Form M2-2 is provided to assist Bidders in structuring the required information for mapping tasks for resource categories, if the resource categories identified in the reference contract were not mapped in the Bidder's response to MTC1.</p>	
<b>MTC3</b>	<p><b>Bidder's Client Manager:</b></p> <p>The Bidder must identify by name and position title an individual that will be designated as the Client Manager responsible for the resource and contract management associated with the resulting contract.</p> <p>A copy of the Client Manager's résumé must be provided with the bid.</p>	
<b>MTC4</b>	<p><b>Bidder's Contract Management Plan:</b></p> <p>The Bidder must provide in its bid the Contract Management Plan it proposes to implement in the resulting contract. The proposed Contract Management Plan must at a minimum include how the Bidder will address the following:</p> <p>(a) Provide fully qualified resources to CIC within five days of receipt of a Task Authorization request;</p> <p>(b) Manage the process of transitioning between existing contract resources and resources in the new contract;</p> <p>(c) Manage the process of transitioning between contract resources during the term of the contract;</p>	

MTC#	Mandatory Technical Criteria (MTC)	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>(d) Manage quality assurance practices in providing resources for tasking; and</p> <p>(e) Manage contingency plans or practices to ensure resource availability and resource replacement.</p>	
<b>MTC5</b>	<p><b>Bidder's Risk Mitigation Strategy:</b></p> <p>The Bidder must provide in its bid the Risk Mitigation Strategy it proposes to implement in the resulting contract. The strategy must at a minimum include:</p> <p>(a) The approach the Bidder will take to identify potential risks arising while performing the contract;</p> <p>(b) The approach the Bidder will take to deal with difficult and unexpected situations; and</p> <p>(c) The approach the Bidder will take to ensure that it is able to manage large groups of resources in support of a single client. A large group of resources consists of 10 resources or more.</p>	

**FORM M1-1**

**REFERENCE CONTRACT**

Form M1-1 is provided to assist Bidders in structuring the required information for MTC1. Bidders should replicate Form M1-1 below as needed to provide the required information.

<b>FORM M1-1 REFERENCE CONTRACT</b>	
The name of the client organization to whom the services were provided:	
The client reference contact information including name, title, telephone number, and email address:	
The contract number or reference number:	
The value of the contract (not including amendments and applicable taxes):	
The contract start and end dates (MM/DD/YYYY):	Start Date: End Date:
<b>Resource #</b>	
First and Last Name:	
Title of the resource category provided under the contract:	
Select the applicable statement:  Statement A: This resource category was procured through the TBIPS contracting vehicle and is the same as the TBIPS resource category named below. OR Statement B: This resource category was procured through the TBIPS contracting vehicle and is similar to the TBIPS resource category named below. OR Statement C: This resource category was procured outside the TBIPS contracting vehicle and is similar to the TBIPS resource category named below.	Insert the applicable statement in its entirety:
Title of the resource category under the SOW of this requirement:	
Start and end dates (MM/DD/YYYY) for services provided by the resource:	Start Date: End Date:
Brief description of the services performed by the resource:	
Mapping to at least 70% of the SOW tasks of the identified resource category of this requirement to the tasks for the resource category identified in the contract (complete Form M1-3).	

**FORM M1-2**

**RESOURCE BILLABLE DAYS**

Form M1-2 is provided to assist Bidders in structuring the required information for MTC1. Bidders should replicate Form M1-2 below as needed to provide the required information.

<b>FORM M1-2 RESOURCE BILLABLE DAYS</b>	
<b>Reference Contract No.</b> (from MTC1):	
<b>RESOURCE #</b>	
First and Last Name:	
Title of the resource category provided under the reference contract:	
Title of the resource category under the SOW of this requirement:	
The start and end dates (MM/DD/YYYY) of the one-year period within the last three years as of the bid solicitation publication date in which the resource performed a minimum of 120 billable days of service.:	Start Date: End Date:
Total number of billable days performed by the resource during this period:	

**FORM M1-3**

**RESOURCE CATEGORY TASK MAPPING**

Form M1-3 is provided to assist Bidders in structuring the required information for MTC1. Bidders should replicate Form M1-3 below as needed to provide the required information.

<b>FORM M1-3 RESOURCE CATEGORY TASK MAPPING</b>	
1. Reference Contract Number	No.:
2. Specify the resource category from this solicitation's SOW	Resource Category:
3. Specify the resource category identified in the reference contract	Resource Category:
<b>4. SOW Tasks for the Resource Category from Annex A of this requirement</b>	<b>Tasks for Resource Category from Reference Contract</b>
a. (Insert task from SOW in its entirety)	a. (Insert task from reference contract) Example of text to be inserted: “(Maps to SOW Task a)”
b. (Insert task from SOW in its entirety)	b. (Insert task from reference contract)
c. (Insert task from SOW in its entirety)	c. (Insert task from reference contract)
d. (Insert task from SOW in its entirety)	d. (Insert task from reference contract)
e. (Insert task from SOW in its entirety)	e. (Insert task from reference contract)
f. (Insert task from SOW in its entirety)	f. (Insert task from reference contract)
etc.	etc.
<b>Number of tasks mapped:</b>	

*The signature below confirms that the information provided by [Insert Bidder's name] in Form M1-1, Form M1-2 and Form M1-3 is accurate and true for the reference contract [Insert contract number or reference number].*

Client Reference – Signature and Date:

Solicitation Number:  
B8947-220390/A

Amendment Number:

Buyer ID:  
637zM

**FORM M2-1**  
**BIDDER BILLABLE DAYS**

Form M2-1 is provided to assist Bidders in structuring the required information for MTC2.

<b>FORM M2-1 BIDDER BILLABLE DAYS</b>				
<b>Reference Contract No or Reference No.</b> (from MTC1): _____				
The start and end dates (MM/DD/YYYY) of the three-year period within the last three years as of the bid solicitation publication date in which the billable days were performed: _____				
First and Last Name of Resource	Title of the resource category under the reference contract	Title of the resource category under Annex A SOW of this requirement	This resource category was procured through the TBIPS contracting vehicle and is <b>the same</b> as the TBIPS resource category named under the reference contract (Yes or No).	Number of Billable Days
Total number of billable days:				

**FORM M2-2**

**RESOURCE CATEGORY TASK MAPPING**

Form M2-2 is provided to assist Bidders in structuring the required information for MTC2. Bidders should replicate Form M2-2 below as needed to provide the required information, if the resource category identified in the reference contract was not mapped in the Bidder's response to MTC1.

<b>FORM M2-2 RESOURCE CATEGORY TASK MAPPING</b>	
1. Reference Contract Number	No.:
2. Specify the resource category from this solicitation's SOW	Resource Category:
3. Specify the resource category identified in the reference contract	Resource Category:
<b>4. SOW Tasks for the Resource Category from Annex A of this requirement</b>	<b>Tasks for Resource Category from Reference Contract</b>
a. (Insert task from SOW in its entirety)	a. (Insert task from reference contract) Example of text to be inserted: “(Maps to SOW Task a)”
b. (Insert task from SOW in its entirety)	b. (Insert task from reference contract)
c. (Insert task from SOW in its entirety)	c. (Insert task from reference contract)
d. (Insert task from SOW in its entirety)	d. (Insert task from reference contract)
e. (Insert task from SOW in its entirety)	e. (Insert task from reference contract)
f. (Insert task from SOW in its entirety)	f. (Insert task from reference contract)
etc.	etc.
<b>Number of tasks mapped:</b>	

**ATTACHMENT 4.2**

**POINT-RATED TECHNICAL CRITERIA**

*BUSINESS ANALYSIS AND FUNCTIONAL SERVICES*

**Note 1 to Bidder:** The bid solicitation publication date is stated under Publish Date on page one of the initial Notice of Proposed Procurement (NPP), not including amendments. The use of the terms “ongoing”, “present”, or any date past the publication date will not be accepted as the publication date.

**Note 2 to Bidder:** When providing date ranges for reference contracts, Canada requests that bidders use the format MM/DD/YYYY to MM/DD/YYYY. For example: 04/15/2020 to 04/14/2021 is acceptable for a one year period. The examples Apr 2020 to Apr 2021 and 15/Apr/2020 to 30/Apr/2021 would NOT be acceptable for a one year period.

RTC#	Rated Evaluation Criteria (RTC)	Point Rating	Bidder's Response (Reference to Substantiating Materials included in Bid)
<b>RTC1-A</b>	<p><b>Bidder's Billable Days – ERP Functional Analyst:</b></p> <p>Using the contract(s) the Bidder referenced in response to MTC1, the Bidder should demonstrate that the services provided by the two resources in the Bidder's response to MTC1 that are the same or similar to the ERP Functional Analyst resource category, each provided services in excess of the 120 billable day minimum within the last three years as of the bid solicitation publication date (see Note 1 to Bidder) specified in MTC1.</p> <p>The information listed above should be submitted with the bid using Form R1.</p> <p>In situations where a resource was replaced, the Bidder must include the names of the replacement resources, the start and end dates of each resource (MM/DD/YYYY), and the respective billable days.</p> <p>For the purpose of this criterion, a single resource is defined as one position for that resource category which multiple individuals may fill, but not simultaneously.</p> <p>Form R1 is provided to assist Bidders in providing the required information for the reference contract's billable days.</p>	<p>Maximum Points: 20 (10 points per resource)</p> <p>120 days or less = 0 points</p> <p>121 days to 220 days = 2 points</p> <p>221 days to 320 days = 4 points</p> <p>321 days to 420 days = 6 points</p> <p>421 days to 520 days = 8 points</p> <p>521 days or more = 10 points</p>	
<b>RTC1-B</b>	<p><b>Bidder's Billable Days – Business Analyst:</b></p> <p>Using the contract(s) the Bidder referenced in response to MTC1, the Bidder should demonstrate that the services provided by two</p>	<p>Maximum Points: 20 (10 points per resource)</p> <p>120 days or less = 0 points</p>	

RTC#	Rated Evaluation Criteria (RTC)	Point Rating	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>of the four resources in the Bidder's response to MTC1 that are the same or similar to the Business Analyst resource category, each provided services in excess of the 120 billable day minimum within the last three years as of the bid solicitation publication date (see Note 1 to Bidder) specified in MTC1.</p> <p>The information listed above should be submitted with the bid using Form R1.</p> <p>In situations where a resource was replaced, the Bidder must include the names of the replacement resources, the start and end dates of each resource (MM/DD/YYYY), and the respective billable days.</p> <p>For the purpose of this criterion, a single resource is defined as one position for that resource category which multiple individuals may fill, but not simultaneously.</p> <p>Form R1 is provided to assist Bidders in providing the required information for the reference contract's billable days.</p>	<p>121 days to 220 days = 2 points            221 days to 320 days = 4 points            321 days to 420 days = 6 points            421 days to 520 days = 8 points            521 days or more = 10 points</p>	
RTC2	<p><b>Bidder's Client Manager:</b></p> <p>The Bidder should demonstrate the following for the CIC Client Manager named in response to MTC3:</p> <p>(a) The number of years of experience serving as a Client Manager; and</p> <p>(b) The number of resources simultaneously managed under any contract(s) during a continuous 6-month period within the last five years, as of the bid solicitation publication date (see Note 1 to Bidder), including the following information for each contract:</p> <p>(i) The client organization name;</p> <p>(ii) The client reference contact information, including name, title, telephone number, and email address;</p> <p>(iii) The contract number or reference number;</p> <p>(iv) The start and end dates for the contract(s) (MM/DD/YYYY to MM/DD/YYYY); and</p>	<p><b>Maximum Points: 15</b></p> <p>(a) Years of experience:            Less than 1 year = 0 pts            1 to 2 years = 1 pt            2+ to 3 years = 2 pts            3+ to 4 years = 3 pts            4+ to 5 years = 4 pts            5+ years = 5 pts</p> <p>(b) Number of resources managed simultaneously:            Less than 5 resources = 0 pts            5 to 10 resources = 2 pts            11 to 20 resources = 4 pts            21 to 30 resources = 6 pts            31 to 40 resources = 8 pts            Over 40 resources = 10 pts</p>	

RTC#	Rated Evaluation Criteria (RTC)	Point Rating	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>(v) The number of resources simultaneously managed under each contract during each calendar month by the Client Manager during the continuous 6-month period .</p> <p>For the purposes of this criterion, a month includes the first date and last date of the respective month. For example, January 1 to 31 is a calendar month. January 5 to February 4 is not a calendar month.</p> <p>Form R2 is provided to assist Bidders in providing the required information for the Client Manager.</p>		
<b>RTC3</b>	<p><b>Bidder's Contract Management Plan:</b></p> <p>Using up to any three reference contracts, the Bidder should demonstrate that its proposed Contract Management Plan in MTC4 has been implemented in IT professional services contracts.</p> <p>Each reference contract identified must:</p> <ul style="list-style-type: none"> <li>(a) Have been with a single client; and</li> <li>(b) As of the initial publication date of this bid solicitation (see Note 1 to Bidder), have been completed in the last five years or have been ongoing for a minimum of six months in the last five years.</li> </ul> <p>The Bidder must provide the following information for each reference contract identified:</p> <ul style="list-style-type: none"> <li>(i) The name of the client organization;</li> <li>(ii) The project name under which services were provided (if applicable);</li> <li>(iii) The client reference contact information, including name, title, telephone number, and email address;</li> <li>(iv) The Contract number or reference number;</li> <li>(v) The start and end date of the contract period (MM/DD/YYYY); and</li> <li>(vi) A description of how the Contract Management Plan as outlined in MTC4</li> </ul>	<p><b>Maximum Points: 15</b></p> <p>Five points will be allocated for each contract in which the Bidder has implemented the proposed Contract Management Plan.</p>	

RTC#	Rated Evaluation Criteria (RTC)	Point Rating	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>was implemented. The description must address how the Bidder implemented the Contract Management Plan under the reference contract for each of the following items:</p> <p>(a) How the Bidder provided fully qualified resources to the client within five days of receipt of a Task Authorization request;</p> <p>(b) How the Bidder managed the process of transitioning between existing contract resources and resources in the new contract;</p> <p>(c) How the Bidder managed the transitioning between contract resources during the term of the contract;</p> <p>(d) How the Bidder managed the quality assurance practices in providing resources for tasking; and</p> <p>(e) How the Bidder managed the contingency plans or practices to ensure resource availability and resource replacement.</p> <p>(vii) A signed attestation from the Client confirming that the information provided by the Bidder is accurate and true for the reference contract.</p> <p>Form R3 is provided to assist Bidders in structuring the required information for RTC3. The form must be signed by the Client to attest the information provided is accurate and true. If Form R3 provided with the bid is not signed by the client reference, the Contracting Authority will inform the Bidder of a time frame within which to provide the signed Form. Failure to provide the signed Form within the time frame provided will result in this criterion to be scored zero points.</p>		
<b>RTC4</b>	<p><b>Bidder's Risk Mitigation Strategy:</b></p> <p>Using up to any three reference contracts, the Bidder should demonstrate that its proposed Risk Mitigation Strategy in MTC5 has been implemented in IT professional services contracts.</p>	<p><b>Maximum Points: 15</b></p> <p>Five points will be allocated for each reference contract in which the Bidder has implemented the proposed Risk Mitigation Strategy.</p>	

RTC#	Rated Evaluation Criteria (RTC)	Point Rating	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>Each reference contract identified must:</p> <ul style="list-style-type: none"> <li>(a) Have been with a single client; and</li> <li>(b) As of the initial publication date of this bid solicitation (see Note 1 to Bidder), have been completed in the last five years or have been ongoing for a minimum of six months in the last five years.</li> </ul> <p>The Bidder must provide the following information for each reference contract identified:</p> <ul style="list-style-type: none"> <li>(i) The name of the client organization;</li> <li>(ii) The project name under which services were provided (if applicable);</li> <li>(iii) The client reference contact information, including name, title, telephone number, and email address;</li> <li>(iv) The Contract number or reference number;</li> <li>(v) The start and end date of the contract period (MM/DD/YYYY); and</li> <li>(vi) A description of how the Risk Mitigation Strategy (as outlined in MTC5) was implemented under the reference contract. The description must address how the Bidder implemented the Risk Management Strategy under the reference contract for each of the following items: <ul style="list-style-type: none"> <li>(a) The approach the Bidder took to identify potential risks arising while performing the contract;</li> <li>(b) The approach the Bidder took to deal with difficult and unexpected situations; and</li> <li>(c) The approach the Bidder took to ensure that it is able to manage large groups of resources in support of a single client. A large group of resources consists of 10 resources or more.</li> </ul> </li> <li>(vii) A signed attestation from the Client confirming that the information provided by the Bidder is accurate and true for the reference contract.</li> </ul>		

Solicitation Number:  
B8947-220390/A

Amendment Number:

Buyer ID:  
637ZM

RTC#	Rated Evaluation Criteria (RTC)	Point Rating	Bidder's Response (Reference to Substantiating Materials included in Bid)
	Form R4 is provided to assist Bidders in structuring the required information for RTC4. The form must be signed by the Client to attest the information provided is accurate and true. If Form R4 provided with the bid is not signed by the client reference, the Contracting Authority will inform the Bidder of a time frame within which to provide the signed Form. Failure to provide the signed Form within the time frame provided will result in this criterion to be scored zero points.		
	<b>Maximum Points Available:</b>	<b>85</b>	
	<b>Minimum Points Required:</b>	<b>60</b>	

Solicitation Number:  
B8947-220390/A

Amendment Number:

Buyer ID:  
637ZM

**FORM R1**

**RESOURCE BILLABLE DAYS**

Form R1 is provided to assist Bidders in structuring the required information for RTC1-A & RTC1-B. Bidders should replicate Form R1 below as needed to provide the required information.

<b>FORM R1 RESOURCE BILLABLE DAYS</b>	
<b>Reference Contract No.</b> (from MTC1):	
<b>RESOURCE #</b> (from MTC1)	
First and Last Name:	
Title of the resource category provided under the reference contract:	
Title of the resource category under the SOW of this requirement:	
The start and end dates (MM/DD/YYYY) for the single resource's billable days within the last three years as of the bid solicitation publication date:	Start Date: End Date:
Total number of billable days:	

**FORM R2  
CLIENT MANAGER**

<b>FORM R2 CLIENT MANAGER</b>
<p>1. In accordance with the requirements of rated evaluation criterion RTC2, provide the following information for the CIC Client Manager named in response to MTC3:</p> <ul style="list-style-type: none"> <li>a) The full name of the Client Manager;</li> <li>b) The number of years the individual named above has served as a Client Manager; and</li> <li>c) A copy of the Client Manager's resume must be provided with the bid.</li> </ul> <p>2. In accordance with the requirements of rated evaluation criterion RTC2, provide the following information for each contract under which the resources were managed by the Client Manager during a continuous 6-month period:</p> <ul style="list-style-type: none"> <li>a) The client organization name;</li> <li>b) The client reference contact information, including name, title, telephone number, and email address;</li> <li>c) The contract number or reference number;</li> <li>d) The start and end dates of the contract(s) (MM/DD/YYYY to MM/DD/YYYY); and</li> <li>e) The total number of resources simultaneously managed under each contract during each calendar month by the Client Manager during the continuous 6-month period.</li> </ul> <p>For the purposes of this criterion, a month includes the first date and last date of the respective month. For example, January 1 to 31 is a calendar month. January 5 to February 4 is not a calendar month.</p>

The Table below is provided to assist Bidders in structuring the required information for RTC2. Bidders should replicate the table as needed to provide the required information.

	Contract 1	Contract 2	Contract 3	Insert total number of resources simultaneously managed
<u>Month 1</u>				
Calendar month:	(number of resources)	(number of resources)	(number of resources)	
Year:				
<u>Month 2</u>				
Calendar month:	(number of resources)	(number of resources)	(number of resources)	
Year:				
<u>Month 3</u>				
Calendar month:	(number of resources)	(number of resources)	(number of resources)	
Year:				
<u>Month 4</u>				
Calendar month:	(number of resources)	(number of resources)	(number of resources)	
Year:				
<u>Month 5</u>				
Calendar month:	(number of resources)	(number of resources)	(number of resources)	
Year:				
<u>Month 6</u>				
Calendar month:	(number of resources)	(number of resources)	(number of resources)	
Year:				
			<b>TOTAL:</b>	

**FORM R3**

**CONTRACT MANAGEMENT PLAN**

Form R3 is provided to assist Bidders in structuring the required information for RTC3. Bidders should replicate Form R3 below as needed to provide the required information for each reference contract.

<b>FORM R3 CONTRACT MANAGEMENT PLAN</b>	
The name of the client organization to whom the services were provided:	
The project name under which services were provided (if applicable);	
The client reference contact information including name, title, telephone number, and email address :	
The contract number or reference number:	
Start and end dates (MM/DD/YYYY) of the contract period	Start Date: End Date:
<p>A description of how the Contract Management Plan as outlined in MTC4 was implemented. The description must address how the Bidder implemented the Contract Management Strategy under the reference contract for each of the following items:</p> <ul style="list-style-type: none"> <li>(a) How the Bidder provided fully qualified resources to the client within five days of receipt of a Task Authorization request;</li> <li>(b) How the Bidder managed the process of transitioning between existing contract resources and resources in the new contract;</li> <li>(c) How the Bidder managed the transitioning between contract resources during the term of the contract;</li> <li>(d) How the Bidder managed the quality assurance practices in providing resources for tasking; and</li> <li>(e) How the Bidder managed the contingency plans or practices to ensure resource availability and resource replacement.</li> </ul>	
<p><i>The signature below confirms that the information provided by [Insert Bidder's name] in Form R3 is accurate and true for the reference contract [Insert contract number or reference number].</i></p>	
<p>Client Reference – Signature and Date:</p>	

**FORM R4**

**RISK MITIGATION STRATEGY**

Form R4 is provided to assist Bidders in structuring the required information for RTC4. Bidders should replicate Form R4 below as needed to provide the required information for each reference contract.

<b>FORM R4 RISK MITIGATION STRATEGY</b>	
The name of the client organization to whom the services were provided:	
The project name under which services were provided (if applicable);	
The client reference contact information including name, title, telephone number, and email address:	
The contract number or reference number:	
Start and end dates (MM/DD/YYYY) of the contract period	Start Date: End Date:
A description of how the Risk Mitigation Strategy (as outlined in MTC5) was implemented under the reference contract. The description must address how the Bidder implemented the Risk Management Strategy under the reference contract for each of the following items:  (a) The approach the Bidder took to identify potential risks arising while performing the contract;  (b) The approach the Bidder took to deal with difficult and unexpected situations; and  (c) The approach the Bidder took to ensure that it is able to manage large groups of resources in support of a single client. A large group of resources consists of 10 resources or more.	
<i>The signature below confirms that the information provided by [Insert Bidder's name] in Form R4 is accurate and true for the reference contract [Insert contract number or reference number].</i>	
Client Reference – Signature and Date:	

---

**ATTACHMENT 5.1**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -  
CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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