

<b>TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)</b>	
<b>REQUEST FOR PROPOSAL (RFP) – COVER SHEET</b>	
<b>TITLE: HELP DESK SPECIALIST</b>	
<b>Solicitation Number:</b>	<b>INFC-2023-24-PS4570</b>
<b>Date of RFP:</b>	October 11, 2023
<b>Procurement Officer:</b>	Alexander Caro
<b>Address for proposal delivery: Bids must be sent via email only to:</b> E-mail: <a href="mailto:procurement-provisionnement@infc.gc.ca">procurement-provisionnement@infc.gc.ca</a>	
<b>Bid/solicitation closure:</b>	<b>October 26, 2023 @ 14:00 (2 PM) E.S.T.</b>
<p>Infrastructure Canada (INFC) is requesting proposals for services as detailed in Part 3. The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, with regard to all stated requirements. INFC will consider entering into a contract with the supplier that submits the most suitable proposal as determined by the evaluation factors set out in this RFP. One (1) contract will be awarded as a result of the evaluation of the responses to this RFP. Neither the qualifying proposal that scores the highest points nor the one that contains the lowest cost will necessarily be accepted. INFC reserves the right to accept any proposal as submitted without prior negotiations.</p>	
<p>This Request for Proposal consists of the following:</p> <ul style="list-style-type: none"> <li>This cover page;</li> <li>Part 1 - GENERAL INFORMATION;</li> <li>Part 2 - BIDDER INSTRUCTIONS;</li> <li>Part 3 - BID PREPARATION INSTRUCTIONS;</li> <li>Part 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION;</li> <li>Part 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION;</li> <li>Part 6 - SECURITY REQUIREMENTS; and</li> <li>Part 7 - RESULTING CONTRACT CLAUSES.</li> </ul>	
<b>Bidder's Name and Address:</b>	
<b>Telephone number:</b>	<b>E-mail:</b>
<p><b>Bidder's Signature:</b> The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies that the content of the attached Bidder's proposal is accurate. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood each and all terms and conditions in this RFP contained in the documents or incorporated by reference.</p>	
_____ <b>Signature</b>	_____ <b>Date</b>

**HIGH COMPLEXITY BID SOLICITATION  
AND RESULTING CONTRACT CLAUSES  
FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT  
FOR TASK- BASED INFORMATICS PROFESSIONAL SERVICES  
(TBIPS)**

**HELP DESK SPECIALIST, LEVEL 3**

**HELP DESK SPECIALIST, LEVEL 2**

**FOR**

**INFRASTRUCTURE CANADA**

## Table of Contents

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>5</b>
1.1 Introduction.....	5
1.2 Summary .....	5
1.3 Debriefings.....	6
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>7</b>
2.1 Standard Instructions, Clauses and Conditions.....	7
2.2 Submission of Bids .....	7
2.3 Enquiries - Bid Solicitation .....	7
2.4 Former Public Servant.....	7
2.5 Applicable Laws.....	9
2.6 Volumetric Data .....	9
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>10</b>
3.1 Bid Preparation Instructions .....	10
3.2 Section I: Technical Bid.....	12
3.3 Section II: Financial Bid.....	14
3.4 Section III: Certifications .....	15
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>16</b>
4.1 Evaluation Procedures .....	16
4.2 Technical Evaluation .....	16
4.3 Financial Evaluation .....	17
4.4 Basis of Selection .....	17
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>19</b>
5.1 Certifications Precedent to Contract Award and Additional Information .....	19
<b>PART 6 – SECURITY AND OTHER REQUIREMENTS .....</b>	<b>21</b>
6.1 Security Requirement.....	21
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>22</b>
7.1 Requirement.....	22
7.2 Task Authorization.....	22
7.3 Minimum Work Guarantee.....	24
7.4 Standard Clauses and Conditions.....	25
7.5 Security Requirement.....	25
7.6 Contract Period.....	26

<b>7.7</b>	<b>Authorities.....</b>	<b>26</b>
<b>7.8</b>	<b>Proactive Disclosure of Contracts with Former Public Servants .....</b>	<b>26</b>
<b>7.9</b>	<b>Payment.....</b>	<b>27</b>
<b>7.10</b>	<b>Invoicing Instructions.....</b>	<b>29</b>
<b>7.11</b>	<b>Certifications and Additional Information .....</b>	<b>29</b>
<b>7.12</b>	<b>Federal Contractors Program for Employment Equity - Default by Contractor....</b>	<b>29</b>
<b>7.13</b>	<b>Applicable Laws.....</b>	<b>29</b>
<b>7.14</b>	<b>Priority of Documents .....</b>	<b>29</b>
<b>7.15</b>	<b>Foreign Nationals (Canadian Contractor) .....</b>	<b>30</b>
<b>7.16</b>	<b>Foreign Nationals (Foreign Contractor) .....</b>	<b>30</b>
<b>7.17</b>	<b>Insurance Requirements .....</b>	<b>30</b>
<b>7.18</b>	<b>Limitation of Liability - Information Management/Information Technology.....</b>	<b>32</b>
<b>7.19</b>	<b>Joint Venture Contractor.....</b>	<b>33</b>
<b>7.20</b>	<b>Professional Services - General .....</b>	<b>34</b>
<b>7.21</b>	<b>Safeguarding Electronic Media.....</b>	<b>35</b>
<b>7.22</b>	<b>Representations and Warranties .....</b>	<b>35</b>
<b>7.23</b>	<b>Government Property .....</b>	<b>35</b>
<b>7.24</b>	<b>Transition Services at End of Contract Period .....</b>	<b>35</b>
<b>7.25</b>	<b>Dispute Resolution .....</b>	<b>35</b>
<b>7.26</b>	<b>Identification Protocol Responsibilities .....</b>	<b>36</b>

**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 Form
- Appendix C to Annex A – Resources Assessment Criteria and Response Table
- Appendix D to Annex A – Certifications at the Task Authorization Stage

Annex B - Basis of Payment

Annex C - Security Requirements Check List

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

- Attachment 3.1 – Bid Submission Form

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

- Attachment 4.1 – Technical Bid Evaluation Criteria
- Attachment 4.2 – Customer Reference Contact Information
- Attachment 4.3 – Pricing Schedule

**List of Attachments to Part 5 (Certifications and Additional Information):**

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

## **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, Basis of Payment, and any other annexes.

### **1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of Infrastructure 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 one (1) contract, for two (2) years.
- (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), Canada Korea Free Trade Agreement (CKFTA) and the Canadian Free Trade Agreement (CFTA).
- (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) Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Treasury Board Contracting Policy](#).
- (g) The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

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

- Accenture Inc.
- ADRM Technology Consulting Group Corp. and Randstad Interim Inc
- Altis Human Resources (Ottawa) Inc., and Excel Human Resources Inc., in Joint Venture
- Altis Recruitment & Technology Inc.
- Brascoupe Professional Services Inc. and Altis Human Resources (Ottawa) Inc., in Joint Venture
- Bridgetown Consulting Inc.
- Calian Ltd.
- Coradix technology Consulting Ltd.
- Infotek Consulting Services Inc.
- IT/Net - Ottawa Inc.
- Lumina IT inc.
- Procom Consultants Group Ltd.
- Promaxis Systems Inc. and Holonics Inc. IN JOINT VENTURE
- TEKSYSTEMS CANADA CORP./SOCIÉTÉ TEKSYSTEMS CANADA
- Veritaaq Technology House Inc.

(i) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.

(j) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A": (<https://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>).

Resource Category	Level of Expertise	Estimated Number of Resources Required	Estimated Number of Days Per Year per Resource
B.10 Help Desk Specialist	Level 3	2	240
B.10 Help Desk Specialist	Level 2	7	240

### 1.3 Debriefings

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://publications.gc.ca/site/eng/9.504677/publication.html\)](https://publications.gc.ca/site/eng/9.504677/publication.html) 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 (2023-06-08) 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

### **2.2 Submission of Bids**

- (a) Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.
- (b) If your bid is transmitted by facsimile or electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

### **2.3 Enquiries - Bid Solicitation**

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than two (2) 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) Information Required**

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

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

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

## **2.6 Volumetric Data**

The volumetric data 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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid
  - (ii) Section II: Financial Bid
  - (iii) Section III: Certifications not included in the Technical Bid
  - (iv) Section IV: Signed RFP Cover Page (1 soft copy in PDF format)
- (b) Canada requests that the Bidder submit its bid in accordance with article 2.2 of this RFP. The Bidder must provide its bid in a single transmission. Canada's email servers have the capacity to receive emails up to 20MB in size with multiple documents, up to 4MB per individual attachment.
- (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 a numbering system that corresponds to the bid solicitation;
  - (ii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
  - (iii) Include a table of contents; and
  - (iv) Soft copies will be accepted in any of the following electronic formats:
    - Portable Document Format .pdf,
    - Microsoft Word 97/2000 (.doc),
    - Microsoft Excel 97/2000 (.xls).
- (e) **Canada's Policy on Green Procurement:** The 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: [Green Procurement - Buying and Selling - PWGSC \(tpsgc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca/green-procurement-buying-and-selling-pwgsc). To assist Canada in reaching its objectives, bidders must submit electronic copies.
- (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, or
  - Contracts all signed by B, or
  - Contracts all signed by A and B in joint venture, or
  - Contracts signed by A and contracts signed by A and B in joint venture, or
  - Contracts signed by B and contracts signed by A and B in joint venture,
- that show in total 100 billable days.
- (iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

**3.2 Section I: Technical Bid**

The technical bid consists of the following:

- (a) **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.
- (b) **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

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

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

- (c) **Substantiation of Technical Compliance**
  - (i) **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.
  - (ii) **Point-Rated 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 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 4.1, 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.

- (d) **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (1) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (2) a project must have been completed by the bid closing date; (3) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (4) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 70% of the points of responsibility listed in the description of the given Resource Category.
- (e) **For Proposed Resources:** The technical bid must include the number of résumés, per Resource Category Level, as identified in Attachment 4.1. The same individual must not be proposed for more than one Resource Category Level. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- (i) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - (iv) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
  - (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 technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (vi) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the

individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

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

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

*[Sample Question to Customer Reference: "Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"*

*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.*

- (iii) For each customer reference, the Bidder must, at a minimum, provide the name, telephone number and e-mail address for a contact person. 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.

- (g) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, and years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 4.3. The total amount of Applicable Taxes must be shown separately. 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 Level:** Where the financial tables provided by Canada allow different firm rates to be charged for different levels of experience within the same resource category and time period, for any such resource category and time period:
  - (i) the rate bid for level three must be the same or higher than that bid for level two, and
  - (ii) the rate bid for level two must be the same or higher than the rate bid for level one.
- (c) **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. 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.

- (d) **Electronic Payment of Invoices – Bid.** The bidder accepts payment of invoices by Direct Deposit.

**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 Canada will evaluate the bids.
- (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.

### **4.2 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.
- (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 4.1.
- (c) **Number of Resources Evaluated:**

Only one resource per Resource Category Level will be evaluated as part of this bid solicitation as identified in Attachment 4.1. Additional Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (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 Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for the Bidder to be recommended for contract award.

For reference checks, Canada will conduct the reference check in writing by email. Canada will send the email reference check request to the contact supplied the Bidder 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.

- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

#### 4.3 Financial Evaluation

- (a) *SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price - Bid, applies.
- (b) For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 4.3.

#### 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) To be declared responsive, a bid must:
- (A) comply with all the requirements of the bid solicitation; and
  - (B) meet all mandatory criteria; and
  - (C) obtain the required minimum of points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 160 points.
- (ii) Bids not meeting (A) or (B) or (C) will be declared non-responsive.
- (iii) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

- (iv) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- (v) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- (vi) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (vii) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- (viii) The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection – Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.0	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

- (i) In the event of identical Total Bidder Scores, then the bid with the highest Total Technical Score will become the top-ranked bidder.
- (b) 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 Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### **(b) Professional Services Resources**

- (i) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (ii) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- (iii) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement,

resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:

- (A) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
- (B) the name, qualifications and experience of a proposed replacement immediately available for work; and
- (C) proof that the proposed replacement has the required security clearance granted by Canada.

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

- (A) set aside the bid and give it no further consideration; or
- (B) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

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

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

(c) **Certification of Language – Bilingual.**

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

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

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

## **PART 6 – SECURITY AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

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

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 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 Infrastructure 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) **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.
- (c) **Form and Content of draft Task Authorizations:**
  - (i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B of Annex A.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
    - (A) the task number;
    - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - (C) the categories of resources and the number required;
    - (D) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - (E) the start and completion dates;

- (F) any option(s) to extend initial end date (if applicable);
  - (G) milestone dates for deliverables and payments (if applicable);
  - (H) the number of person-days of effort required;
  - (I) whether the work requires on-site activities and the location;
  - (J) the language profile of the resources required;
  - (K) the level of security clearance required of resources;
  - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - (M) any other constraints that might affect the completion of the task.
- (d) **Contractor's Response to Draft Task Authorization:** The Contractor must provide 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.
- (e) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:** To be validly issued, a TA must be signed by the Technical Authority and 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.
- (f) **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 TAs (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 TAs; and
  - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TAs.
- (g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

### 7.3 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 5% of the Maximum Contract Value (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 10 business days of Contract award.



#### 7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

- (i) 2035 (2022-12-01), 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:

04. 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.

05. 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.

06. 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) 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules,

apply to and form part of the Contract.

#### 7.5 Security Requirement

The following security requirements (SRCL #6 and related clauses provided by the Contract Security Program) as set out under Annex "B" to the Supply Arrangement, applies to and forms part of the Contract.

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The contractor/offeror personnel requiring access to **protected** information, assets or sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC.
3. The contractor/offeror **must not** remove any **protected** information or assets from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC.
5. The contractor/offeror must comply with the provisions of the:
  1. Security Requirements Check List and security guide (if applicable), attached at Annex C; and

2. Contract Security Manual (latest edition).

**7.6 Contract Period**

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which begins on the date the Contract is awarded and ends 2 years later.

**7.7 Authorities**

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

(b) **Technical Authority**

The Technical Authority for the Contract is:

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

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

(c) **Contractor's Representative**

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

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

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be

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

## 7.9 Payment

### (a) Basis of Payment

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the 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) **Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. Travel requests will only be considered for a work location which is located more than 100 kilometers from the National Capital Region. The Contractor will be paid for actual time spent travelling in accordance with the firm per diem rate set out in Annex B which per diem is based on a 7.5-hour workday. All payments are subject to government audit.
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iv) **Contractor’s Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex B remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in accordance with the firm rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.
- (v) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category level 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.
- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

### (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.
- (iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- (c) **Method of Payment - Monthly Payment:** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
  - (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada; and
  - (iii) the Work performed has been accepted by Canada.
- (d) **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.
- (e) **Electronic Payment of Invoices – Contract.** The Contractor accepts to be paid by Direct Deposit.
- (f) **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.
- (g) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
  - (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **7.10 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) Invoices must be distributed as follows:
  - One (1) electronic copy must be forwarded to the Technical Authority identified under the section entitled "Authorities" of the Contract.

#### **7.11 Certifications and Additional Information**

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.

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

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

#### **7.13 Applicable Laws**

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

#### **7.14 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the 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: 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (c) General Conditions 2035 (2022-12-01), 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;
- (g) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any); and
- (h) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)* *(if the bid was clarified or amended, insert the time of contract award)*, as clarified on \_\_\_\_\_ "or" as amended \_\_\_\_\_ *(insert date(s) of clarification(s) or amendment(s) if applicable.)*

#### **7.15 Foreign Nationals (Canadian Contractor)**

- (a) SACC Manual clause A2000C (\_\_\_\_\_) *(insert date)* 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.*

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

- (a) SACC Manual clause A2001C (\_\_\_\_\_) *(insert date)* Foreign Nationals (Foreign Contractor)

#### **7.17 Insurance Requirements**

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

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

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

- (i) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (ii) The Commercial General Liability policy must include the following:
  - (A) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

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

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

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

### **7.18 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).

**7.19 Joint Venture Contractor**

- (a) The Contractor confirms that the name of the joint venture is [REDACTED] 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.*

## **7.20 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 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, the 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 10 working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

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

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

- (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.

#### **7.21 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.

#### **7.22 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 TAs. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have 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.

#### **7.23 Government Property**

Canada agrees to supply the Contractor with equipment to do the work (the "**Government Property**"), as stated in the SOW. The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

#### **7.24 Transition Services at End of Contract Period**

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

#### **7.25 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](#)".

## **7.26 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:

- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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 (5) working days to deliver the action plan to the Client and the Contracting Authority, and twenty (20) working days to rectify the underlying problem.
- (i) 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

#### 1. Organizational Background

Infrastructure Canada (INFC) works closely with all levels of government and other partners to enable investments in social, green, transit and other core public infrastructure as well as infrastructure that helps increase trade and grow the economy. INFC provides long-term predictable support to help Canadians benefit from world-class, modern public infrastructure. The Department achieves this by making investments, building partnerships, developing policies, delivering programs, and fostering knowledge about public infrastructure in Canada.

Since it was established in 2002, the Department has been an important funding partner, working with provinces, territories, municipalities, the private sector, and non-profit organizations, along with other federal departments and agencies, to help build and revitalize infrastructure that supports modern, inclusive, and diverse communities – and a strong Canada.

#### 2. Directorate of Operations, Support, and Security

The Manager IT Services, Corporate Services in the Directorate of Operations, Support, and Security (OSS) is responsible for providing quality service to INFC personnel with respect to, among others, computers, cell phones, remote connection, imaging, security updates and patches, audio-visual, video conferencing, surface hub equipment, procurement of IT software and hardware, and annual renewal of all corporate tools.

#### 3. Overview of Current Technical Environment

Following is a list, for information purposes, of the software currently in use within INFC.

a. *Platforms:*

- Microsoft Dynamics 365
- Appian
- SharePoint
- Microsoft Power Platform
- Microsoft 365 Eco System
- Microsoft Azure Synapse
- Microsoft Power BI
- GCDocs

b. *Databases:*

- MS SQL
- Oracle RDBMS
- MySQL
- PostgreSQL

c. *Programming Languages:*

- MS .NET (ASP, C#)
- AngularJS
- PHP
- PowerShell

d. *Public Cloud Provider:*

- Microsoft Azure

e. *Supporting Tools:*

- Azure DevOps
- Cherwell Service Management
- Atlassian JIRA

**4. Requirement**

IT Services, Corporate Services requires Help Desk Specialists to work with INFC personnel to assist in deploying computers and cellular devices, to respond to clients' requests for Information Technology (IT) assistance, to roll out hardware and software upgrades, and to address other related activities in the Department.

Resource Category	Level of Expertise	Estimated Number of Resources Required	Estimated Number of Days Per Year per Resource
B.10 Help Desk Specialist	Level 3	2	240
B.10 Help Desk Specialist	Level 2	7	240

**5. Tasks and Deliverables**

5.1 The Help Desk Specialist, Level 3 will be responsible for, but not limited to, the following tasks:

- a. Monitor the IT Service Management (ITSM) group queue; triage and assign tickets to technicians in accordance with the resolution Service Level Agreement (SLA);
- b. Monitor the technicians' queue and ensure that their tickets are completed in accordance with the resolution SLA;
- c. Run asset reports to ensure database integrity;
- d. Provide technical advice and assistance to technicians if required for issue resolution;
- e. Review existing response procedures to ensure they are accurate and communicated to the Help Desk technicians;
- f. Report on major or recurring issues to the IT Manager and IT Service Delivery team leads; advise if training is required or suggest improvements to procedures and/or workflow;
- g. Develop and/or update standard procedures and processes, ensuring they are streamlined with various stakeholders (Shared Services Canada (SSC) and Human Resources and Social Development Canada (HRSDC) Service Desks);
- h. Provide guidance to Help Desk agents and clients by providing knowledge articles to help in issue resolution;
- i. Participate in the development of a comprehensive training plan for Help Desk procedures and assist in training personnel;
- j. Conduct periodic user satisfaction surveys and track user problem trends;
- k. Create reports based on information provided from user surveys and trends; and
- l. Perform other Help Desk-related duties incidental to the work described herein.

5.2 The Help Desk Specialist, Level 2 will be responsible for, but not limited to, the following tasks:

- a. Respond to client service requests assigned via the ITSM tool and provide accurate solutions to clients' problems in accordance with the INFC resolution SLA;

- b. Perform initial problem analysis and triage problems to other internal stakeholders when necessary;
- c. Record status of requests (tickets) in ITSM;
- d. Monitor network management systems, perform network problem analysis, and respond appropriately to user requests and problems;
- e. Liaise with and report IT Services information to IT Team Leader;
- f. Troubleshoot hardware, software, and peripherals at the desktop and/or network levels;
- g. Conduct employee processes (create, change, cancel accounts) for new employees, employee moves and departing employees, and provide new employee orientation;
- h. Assist in the deployment of Windows 11 to INFC personal computers;
- i. Coordinate delivery of equipment (computers and peripherals, cellular devices) to employees working remotely;
- j. Maintain and update asset database;
- k. Troubleshoot INFC cellular devices via Enterprise Mobile Device Management (EMDM) and the Bell portal;
- l. Maintain liaison with network users and technical staff to communicate the status of problems;
- m. Log and track requests for assistance;
- n. Make recommendations for improvements to the existing processes, remaining focused on service improvement;
- o. Participate in on-site installations of personal computers and computer peripherals for users;
- p. Develop, implement and/or participate in the preparation of procedure manuals and documentation for help desk use and for end users; and
- q. Perform other Help Desk-related duties incidental to the work described herein.

## **6. Location of Work**

The work may be conducted on-site at INFC premises (180 Kent Street, Ottawa, ON) or other satellite offices as required; location will be stipulated in the Task Authorizations (TAs).

INFC will provide the necessary equipment to the Contractor resource(s) after the TA issuance. Electronic communication with INFC will be completed using Virtual Private Network (VPN) when required.

INFC shall provide, subject to normal security requirements, and only to the specified Contractor resources, access to identified databases or applications resident on INFC computers or networks for the sole purpose of executing the tasks associated with this contract. INFC, at its sole discretion, will identify the nature and characteristics of such access.

## **7. Language Requirements - Bilingual**

All resources must be fluent in both official languages. Fluent is defined as being able to communicate orally and in writing without any assistance and with minimal errors.

Phone and email requests must be addressed in both official languages.

## **8. Contract Management and Reporting**

The Contractor must, at no additional cost to INFC, designate an individual as its representative and single point of contact responsible for the management of the contract and its business relationship with INFC.

The Contractor's representative will be required to attend Administrative Review meetings with the Contracting Authority and Technical Authority to review the status of the Contract including status of TAs, outstanding billings, planned holidays/scheduling of Contractor resources, etc. These Administrative Review meetings will be held, face-to-face or via MS Teams, on a quarterly basis and other frequency as requested by Canada.

The Contractor resources must prepare and provide to the Technical Authority (in support of the invoice), monthly progress reports in a format acceptable to the Technical Authority. At a minimum, each progress report must document the following information:

- a. A copy of the Contractor's monthly time sheets.
- b. Any potential issues which could cause problems related to the work required.

## **9. Travel and Living**

Travel within the NCR will not be reimbursed. However, travel outside of the NCR may be required from time to time to perform some parts of the work. All such travel expenses outside of the NCR must have the prior authorization of the Project Authority and will be reimbursed in accordance with the Treasury Board Travel Directive.

Canada will not accept any travel and/or living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

## **10. Accessibility at Infrastructure Canada**

Accessibility at the Workplace. INFC's on-site work location offers barrier-free access to, and use of, its facilities, including building entrances, elevators, washrooms, and signage.

Accessibility on the Web. INFC's software development standards for internal- and external-facing applications maintain adherence to WCAG standards [i.e., Web Content Accessibility Guidelines developed by the World Wide Web Consortium (W3C)].

## **11. Constraints**

Normal working hours are no earlier than 7:00 am to no later than 5:00 pm EST Monday through Friday (except for statutory holidays as defined by the province of work). Contractor resources will be expected to work 7.5 hours per day within these normal working hours unless arrangements are made ahead of time with the Technical Authority. The Technical Authority may authorize additional hours of work in advance at the same rate as normal hours. For the duration of the Contract, all resources must be available to work outside normal hours as required.

## **12. Method and Source of Acceptance**

All deliverables and services rendered under any contract are subject to inspection by the Technical Authority. The Technical Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.



## **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. 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 two (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 Category Levels identified in the draft TA. The same individual must not be proposed for more than one Resource Category Level. 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. 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)			
<b>Supplier's Name:</b>		<b>Contract Number:</b>	
<b>Address:</b>		<b>Fund Centre:</b>	
<b>Task Authorization Number:</b>		<b>Date:</b>	
<b>New TA (if applicable)</b>			
Limitation of Expenditure of the new Task (excluding Applicable Taxes) :		\$	
<b>TA Revision (if applicable)</b>			
TA Revision #:		Authorized Increase or Decrease (excluding GST/HST): \$	
Revised Limitation of Expenditure of the Task (excluding Applicable Taxes):		\$	
<b>Required Work (for completion by the Technical Authority)</b>			
<b>1. Description of the Work to Be Performed</b>			
<b>Statement of Work</b>			
<b>Description of any Deliverables Required:</b> (including the required format and media) (Describe any reporting obligations and deadlines for submitting the reports as they apply to the resulting contract.)			
<b>2. Period of Services</b>		<b>From:</b>	<b>To:</b>
<b>3. Work Location:</b>			
<b>4. Travel Requirement:</b>		Yes    No	Specify:
<b>5. Other Conditions/Restrains:</b>		Yes    No	Specify:
<b>6. Contract Security Requirements</b>			
No			
Yes Refer to the Security Requirements Checklist (SRCL) for this contract.			
Reliability Status    Secret    Top Secret    Other			
<b>8. Language Requirement</b>			
<b>English and French</b>			
Remarks:			
<b>TA Proposal (for completion by the Supplier)</b> Please consider the required work. Submit your proposal for the performance of this work according to the provisions of the Task Authorization clause of the above-referenced contract.			
<b>9. Cost Estimate</b>			

Category (Level) and Name of the Proposed Resource(s)	PSPC Security File Number	Supplier's Daily Rate	Estimated # of Days	Estimated Cost
		\$		\$
<b>Professional Services</b>	<b>Sum of Estimated Costs:</b>			\$
<b>Applicable Taxes:</b>				\$
<b>Estimated Total Cost of Professional Services:</b>				\$
<b>Travel and Living</b>	<b>Estimated Cost:</b>			\$
<b>Applicable Taxes:</b>				\$
<b>Estimated Total Costs for Travel &amp; Living:</b>				\$
<b>Estimated Grand Total:</b>				\$
<b>10. Basis of Payment and Invoicing</b>				
<p>In accordance with the Terms of Payment in the Contract, payments will be made based on the monthly invoices for services rendered or goods received, subject to full acceptance by Infrastructure Canada. The Contractor must send invoices, together with any other attachments, in accordance with the "Invoicing Instructions" article in the contract.</p>				
<b>11. Authorization</b>				
<p><b>By signing this TA, the Technical Authority and the Contracting Authority certify that the content of this TA is in accordance with the contract. The signing of the Commitment Authority certifies funding available for this TA only.</b></p> <p>Name and title of the Commitment Authority for this TA only:</p> <p>Signature _____ Date _____</p> <p>Name and title of the Technical Authority for this TA only:</p> <p>Signature _____ Date _____</p> <p>Name and title of the Contracting Authority:</p> <p>Signature _____ Date _____</p>				
<b>12. Supplier's Signature</b>				
<p>Name and title of the person authorized to sign for the supplier:</p> <p>Signature _____ Date _____</p>				

## 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.

1. The Bidder must demonstrate the experience of the proposed resource by providing a résumé referencing previous applicable projects that provide a description of the identified resource's role including information that substantiates the experience claimed (e.g., deliverable provided, tools used, method utilized, outcome achieved, etc.).
2. To be considered, the proposed resource must have worked on the Customer Reference project (where applicable) for a minimum of six months.
3. To be considered, the proposed resource's experience must have been within the number of years indicated in each criterion (where applicable) from the date of issuance of the Task Authorization.

**Table 1 – B.10 Help Desk Specialist, Level 3**

Resource Evaluation Criteria Mandatory and Rated	
<b>Resource Category</b>	B.10 Help Desk Specialist, Level 3
<b>Name of Proposed Resource</b>	<insert name>
MANDATORY CRITERIA	
M1	<p><b>Bidder Certification</b></p> <p>The Bidder must sign the following certification for the proposed resource:</p> <p style="padding-left: 40px;">The Bidder certifies that the information provided regarding the proposed resource is fully accurate. Further, the Bidder acknowledges that Canada may provide the Client Contact(s), identified by the Bidder, with a copy of the information submitted by the Bidder (related to the applicable Reference Project only) for independent verification.</p> <p>_____</p> <p style="display: flex; justify-content: space-between;"> <span>Name and Title of Authorized Representative</span> <span>Signature</span> </p> <p>_____</p> <p>Date</p>
M2	<p>The Bidder must demonstrate that the proposed resource has a certificate, diploma or degree in computer science or other relevant IT-related field, such as Information Systems, Computer Engineering, Software Engineering, from a recognized post-secondary institution.</p> <p>A copy of the certificate, diploma or degree must be provided with the bid.</p>
	<b>Bidder Response:</b>

M3	The Bidder must demonstrate that the proposed resource has a minimum of 3 years' experience, within the last 5 years, managing an IT Services Help Desk. Related tasks are found in section 5.1, sub-paragraphs a. through e., of the SOW.			
	<b>Bidder Response:</b>			
M4	The Bidder must demonstrate that the proposed resource has a minimum of 3 years' experience, within the last 10 years, monitoring IT Help Desk issue resolution and providing advice and guidance to Help Desk service agents. Related tasks are found in section 5.1, sub-paragraphs f. through k., of the SOW.			
	<b>Bidder Response:</b>			
POINT-RATED CRITERIA				
		Max Points	Bidder Substantiation	Cross Reference to Proposal
R1	<p>The Bidder should demonstrate that the proposed resource has experience providing IT Service/Help Desk support by handling user questions and service requests in accordance with Service Level Agreements, e.g., within established response and resolution time limits.</p> <p><u>Score:</u></p> <p>3+years to 5 years = 10 points 5+ years = 20 points</p>	/20		
R2	<p>The Bidder should demonstrate that the proposed resource has experience developing training plan(s) and conducting training of Help Desk technicians.</p> <p>3+ years to 5 years = 10 points 5+ years = 20 points</p>	/20		
R3	<p>The Bidder should demonstrate that the proposed resource has experience providing verbal and written status and/or issue reports to IT Services management.</p> <p><u>Score:</u></p> <p>3+years to 5 years -= 10 points 5+ years = 20 points</p>	/20		

R4	The Bidder should demonstrate that the proposed resource has experience developing, improving and/or updating Help Desk procedures and processes.  <u>Score:</u>  3+years to 5 years = 10 points 5+ years = 20 points	/20		
Maximum Score		/80		
Pass Mark		/50		
Bidder's Score				

**Table 2 – B.10 Help Desk Specialist, Level 2**

Resource Evaluation Criteria Mandatory and Rated	
<b>Resource Category</b>	B.10 Help Desk Specialist, Level 2
<b>Name of Proposed Resource</b>	<insert name>
MANDATORY CRITERIA	
M1	<p><b>Bidder Certification</b></p> <p>The Bidder must sign the following certification for the proposed resource:</p> <p>The Bidder certifies that the information provided regarding the proposed resource is fully accurate. Further, the Bidder acknowledges that Canada may provide the Client Contact(s), identified by the Bidder, with a copy of the information submitted by the Bidder (related to the applicable Reference Project only) for independent verification.</p> <p>_____</p> <p>Name and Title of Authorized Representative      Signature</p> <p>_____</p> <p>Date</p>
M2	<p>The Bidder must demonstrate that the proposed resource has a certificate, diploma or degree in computer science or other relevant IT-related field, such as Information Systems, Computer Engineering, Software Engineering, from a recognized post-secondary institution.</p> <p>A copy of the certificate, diploma or degree must be provided with the bid.</p>
	<b>Bidder Response:</b>
M3	The Bidder must demonstrate that the proposed resource has a minimum of 2 years' experience, within the last 5 years, supporting a Computer or Network Services Team

	using Information Technology Infrastructure Library (ITIL) Service Management Framework.			
	<b>Bidder Response:</b>			
M4	The Bidder must demonstrate that the proposed resource has a minimum of 2 years' experience, within the last 5 years, using Active Directory and Microsoft Exchange.			
	<b>Bidder Response:</b>			
POINT-RATED CRITERIA				
		Max Points	Bidder Substantiation	Cross Reference to Proposal
R1	The Bidder should demonstrate that the proposed resource has experience participating in the improvement of, and/or updates to, Help Desk procedures and processes.  <u>Score:</u>  1 year to 2 years = 5 points 2+ years to 3 years = 10 points 3+ years = 20 points	/20		
R2	The Bidder should demonstrate that the proposed resource has experience troubleshooting user problems with Microsoft Office 365.  <u>Score:</u>  1 year to 2 years = 5 points 2+ years to 3 years = 10 points 3+ years = 20 points	/20		
R3	The Bidder should demonstrate that the proposed resource has experience troubleshooting cellular devices via Enterprise Mobile Device Management (EMDM).  <u>Score:</u>  1 year to 2 years = 5 points 2+ years to 3 years = 10 points 3+ years = 20 points	/20		
R4	The bidder should demonstrate that the proposed resource has	/20		



	<p>experience reporting IT Services information to:</p> <p>a. Clients; and b. IT Service Delivery Teams.</p> <p><u>Score:</u></p> <p>1 year to 2 years = 5 points 2+ years to 3 years = 10 points 3+ years = 20 points</p>			
Maximum Score		/80		
Pass Mark		/50		
Bidder's Score				

## **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 - Bilingual**

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

**CONTRACT PERIOD:**

<b>Contract Period</b> (Date of Contract award to 2 years later)		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
B.10 Help Desk Specialist	Level 3	
B.10 Help Desk Specialist	Level 2	

## ANNEX C

### SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#6



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>PS4570</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

#### 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 <b>Infrastructure Canada</b>	2. Branch or Directorate / Direction générale ou Direction <b>OSSIM</b>	
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 <b>Infrastructure Canada (INFC) requires Help Desk Specialists to work with INFC personnel to assist in deploying computers and cellular devices, to respond to clients' requests for information Technology assistance, and to address surge activity in the department.</b>		
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 <input type="checkbox"/>
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 <input type="checkbox"/>
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 type="checkbox"/> Yes / Oui <input checked="" type="checkbox"/>
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 <input type="checkbox"/>
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 <input type="checkbox"/>
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: <input type="text"/>	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: <input type="text"/>	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: <input type="text"/>
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 type="checkbox"/> SECRET <input 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 <b>UNCLASSIFIED</b>
---





Government of Canada  
Gouvernement du Canada

COMMON-PS-SRCL#6

Contract Number / Numéro du contrat PS4570
Security Classification / Classification de sécurité UNCLASSIFIED

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

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

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)****INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

COMMON-PS-SRCL#8



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat	
PS4570	
Security Classification / Classification de sécurité	
UNCLASSIFIED	

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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

**ATTACHMENT 3.1  
BID SUBMISSION FORM**

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

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

**Signature of Authorized Representative of Bidder**

--	--



## **ATTACHMENT 4.1**

### **BID EVALUATION CRITERIA**

#### **Instructions to Bidders**

1. In addition to the Bid Preparation Instructions stipulated in Part 3 of this solicitation and the Evaluation Procedures and Basis of Selection requirements described under Part 4 of this solicitation, the following information and instructions relate to the submission and evaluation of the mandatory and point-rated evaluation criteria contained in this solicitation.
2. The Bidder must fully complete the mandatory and point-rated evaluation tables below for the Bidder itself, and for each proposed resource, as applicable. The Bidder must also provide the requested Customer Reference Contacts with complete client information detailed in the Customer Reference Contact Information Form (Attachment 4.2). The Bidder must supply a résumé for each proposed resource, demonstrating that it meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements).
3. The Customer Reference Contract(s) must have been contracted directly with the Bidder and not with the Bidder's subcontractor or affiliate. The client organization must not be a partner or sub-contractor of the Bidder or other entity that does not deal at arm's length with the Bidder.
4. Only two resources will be evaluated for this requirement. The Bidder must provide one résumé for a B.10 Help Desk Specialist, Level 3, and one résumé for a B.10 Help Desk Specialist, Level 2. Proposed resources must be available to start work upon Contract award.
5. It should be noted that cutting and pasting wording from the RFP and/or simply citing the experience does not constitute demonstration of the requirement. The Bidder must substantiate its response to the mandatory and point-rated criteria by providing a description of the identified resource's role including information that substantiates the experience claimed (e.g., deliverable provided, tools used, method utilized, outcome achieved, etc.).
6. Proposals will be evaluated in accordance with the mandatory and rated evaluation criteria as detailed in each section below.
7. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team.
8. Proposals that meet all of the mandatory qualifications will be further evaluated against rated requirements.

### **Corporate Evaluation Criteria**

#### **Mandatory Evaluation Criteria**

##### **M1 Corporate Experience**

1. The Bidder must provide a maximum of three Customer Reference Contracts with a cumulative billed value of \$2M (Canadian, including taxes), where the Bidder was contracted to deliver IM/IT professional Services including Help Desk support over the last five years.
2. To be considered, each Customer Reference Contract provided must:
  - a. Have had a minimum contract duration of 12 months;
  - b. Have been completed within the 10 years preceding the issuance date of this solicitation, or if the Customer Reference Contract is ongoing, have been in place for a minimum of 12 months preceding the issuance date of this solicitation; and
  - c. Include complete client information particulars listed under the Customer Reference Contact Information Form (Attachment 4.2).

##### **M2 Corporate Capability**

1. In order to meet this criterion, the Bidder must provide information, in the form of a document, detailing existing corporate practices for replacement of personnel and any specific measures to be implemented to ensure timely provision of qualified resources for the duration of this Contract.
2. The Bidder must:
  - a. Clearly describe strategies used to mitigate resource turnover (i.e. departures or replacements) by outlining the approaches and/or measures that have been taken to ensure continuity of personnel whose services extended over long periods of time; and
  - b. Define specific measures that will be implemented to propose timely and fully qualified resources to the client, as well as an escalation process to resolve any issues related to resource shortages during the life of the Contract.
3. Canada recognizes that the Bidder cannot guarantee the continuity of team members assigned to any longer-term project. However, Canada is looking for comfort/assurance that the Bidder has the resources to replace assigned team members, if ever required, without any major impact on the quality and timelines of the project.
4. This document highlighting the Bidder's Corporate Capability for mitigation of resource turnover/shortage should be limited to three pages.

**M3 Placement Experience**

1. The Bidder must demonstrate, using a maximum of three Customer Reference Contracts identified under M1 – Corporate Experience, that it has billed a minimum of 200 cumulative person days, for the provision of professional services, for the TBIPS resource category and levels (or equivalent resource category under a different title), identified in the table below. For a non-TBIPS resource category, the billable hours must be for work performed that matches at least 70% of the TBIPS resource category tasks.
2. For each Customer Reference Contract, the Bidder must provide the related Customer Reference Contact Information Form (Attachment 4.2).

<b>TBIPS Resource Category and Level</b>	<b>Resource Name</b>	<b># of Billed Days</b>	<b>Client Organization Name &amp; Location</b>	<b>Contract #</b>	<b>Resource Category Billed</b>	<b>Contract Period</b>
e.g. Project Manager, Level 2	e.g. John Smith	e.g. 100	e.g. Treasury Board Secretariat, NCR	e.g. 5512345	e.g. Junior Project Manager	e.g. Jan 2015 to March 2016
B.10 Help Desk Specialist, Level 3						
B.10 Help Desk Specialist, Level 2						

**Resource Evaluation Criteria**

1. The Bidder must demonstrate the experience of the proposed resource by providing a résumé referencing previous applicable projects that provide a description of the identified resource's role including information that substantiates the experience claimed (e.g., deliverable provided, tools used, method utilized, outcome achieved, etc.).
2. To be considered, the proposed resource must have worked on the Customer Reference project (where applicable) for a minimum of six months.

3. To be considered, the proposed resource's experience must have been within the number of years indicated in each criterion (where applicable) from the date of issuance of this RFP.

**Mandatory and Rated Criteria**

**Table 1 – B.10 Help Desk Specialist, Level 3**

Resource Evaluation Criteria Mandatory and Rated	
<b>Resource Category</b>	B.10 Help Desk Specialist, Level 3
<b>Name of Proposed Resource</b>	<insert name>
MANDATORY CRITERIA	
M1	<p><b>Bidder Certification</b></p> <p>The Bidder must sign the following certification for the proposed resource:</p> <p style="padding-left: 40px;">The Bidder certifies that the information provided regarding the proposed resource is fully accurate. Further, the Bidder acknowledges that Canada may provide the Client Contact(s), identified by the Bidder, with a copy of the information submitted by the Bidder (related to the applicable Reference Project only) for independent verification.</p> <p>_____</p> <p style="display: flex; justify-content: space-between;"> <span>Name and Title of Authorized Representative</span> <span>Signature</span> </p> <p>_____</p> <p>Date</p>
M2	<p>The Bidder must demonstrate that the proposed resource has a certificate, diploma or degree in computer science or other relevant IT-related field, such as Information Systems, Computer Engineering, Software Engineering, from a recognized post-secondary institution.</p> <p>A copy of the certificate, diploma or degree must be provided with the bid.</p>
	<b>Bidder Response:</b>
M3	<p>The Bidder must demonstrate that the proposed resource has a minimum of 3 years' experience, within the last 5 years, managing an IT Services Help Desk. Related tasks are found in section 5.1, sub-paragraphs a. through e., of the SOW.</p>
	<b>Bidder Response:</b>
M4	<p>The Bidder must demonstrate that the proposed resource has a minimum of 3 years' experience, within the last 10 years, monitoring IT Help Desk issue resolution and providing advice and guidance to Help Desk service agents. Related tasks are found in section 5.1, sub-paragraphs f. through k., of the SOW.</p>

<b>Bidder Response:</b>				
<b>POINT-RATED CRITERIA</b>				
		Max Points	Bidder Substantiation	Cross Reference to Proposal
R1	<p>The Bidder should demonstrate that the proposed resource has experience providing IT Service/Help Desk support by handling user questions and service requests in accordance with Service Level Agreements, e.g., within established response and resolution time limits.</p> <p><u>Score:</u> 3+years to 5 years = 10 points 5+ years = 20 points</p>	/20		
R2	<p>The Bidder should demonstrate that the proposed resource has experience developing training plan(s) and conducting training of Help Desk technicians.</p> <p>3+ years to 5 years = 10 points 5+ years = 20 points</p>	/20		
R3	<p>The Bidder should demonstrate that the proposed resource has experience providing verbal and written status and/or issue reports to IT Services management.</p> <p><u>Score:</u> 3+years to 5 years = 10 points 5+ years = 20 points</p>	/20		
R4	<p>The Bidder should demonstrate that the proposed resource has experience developing, improving and/or updating Help Desk procedures and processes.</p> <p><u>Score:</u> 3+years to 5 years = 10 points 5+ years = 20 points</p>	/20		
Maximum Score		/80		

Pass Mark	/50		
Bidder's Score			

**Table 2 – B.10 Help Desk Specialist, Level 2**

Resource Evaluation Criteria Mandatory and Rated	
<b>Resource Category</b>	B.10 Help Desk Specialist, Level 2
<b>Name of Proposed Resource</b>	<insert name>
MANDATORY CRITERIA	
M1	<p><b>Bidder Certification</b></p> <p>The Bidder must sign the following certification for the proposed resource:</p> <p style="padding-left: 40px;">The Bidder certifies that the information provided regarding the proposed resource is fully accurate. Further, the Bidder acknowledges that Canada may provide the Client Contact(s), identified by the Bidder, with a copy of the information submitted by the Bidder (related to the applicable Reference Project only) for independent verification.</p> <p>_____</p> <p>Name and Title of Authorized Representative      Signature</p> <p>_____</p> <p>Date</p>
M2	<p>The Bidder must demonstrate that the proposed resource has a certificate, diploma or degree in computer science or other relevant IT-related field, such as Information Systems, Computer Engineering, Software Engineering, from a recognized post-secondary institution.</p> <p>A copy of the certificate, diploma or degree must be provided with the bid.</p>
	<b>Bidder Response:</b>
M3	<p>The Bidder must demonstrate that the proposed resource has a minimum of 2 years' experience, within the last 5 years, supporting a Computer or Network Services Team using Information Technology Infrastructure Library (ITIL) Service Management Framework.</p>
	<b>Bidder Response:</b>
M4	<p>The Bidder must demonstrate that the proposed resource has a minimum of 2 years' experience, within the last 5 years, using Active Directory and Microsoft Exchange.</p>

<b>Bidder Response:</b>				
<b>POINT-RATED CRITERIA</b>				
		<b>Max Points</b>	<b>Bidder Substantiation</b>	<b>Cross Reference to Proposal</b>
R1	<p>The Bidder should demonstrate that the proposed resource has experience participating in the improvement of, and/or updates to, Help Desk procedures and processes.</p> <p><u>Score:</u></p> <p>1 year to 2 years = 5 points                      2+ years to 3 years = 10 points                      3+ years = 20 points</p>	/20		
R2	<p>The Bidder should demonstrate that the proposed resource has experience troubleshooting user problems with Microsoft Office 365.</p> <p><u>Score:</u></p> <p>1 year to 2 years = 5 points                      2+ years to 3 years = 10 points                      3+ years = 20 points</p>	/20		
R3	<p>The Bidder should demonstrate that the proposed resource has experience troubleshooting cellular devices via Enterprise Mobile Device Management (EMDM).</p> <p><u>Score:</u></p> <p>1 year to 2 years = 5 points                      2+ years to 3 years = 10 points                      3+ years = 20 points</p>	/20		
R4	<p>The bidder should demonstrate that the proposed resource has experience reporting IT Services information to:</p> <p>c. Clients; and                      d. IT Service Delivery Teams.</p> <p><u>Score:</u></p> <p>1 year to 2 years = 5 points</p>	/20		

	2+ years to 3 years = 10 points 3+ years = 20 points			
	Maximum Score	/80		
	Pass Mark	/50		
	Bidder's Score			
	Total Maximum Score	/160		
	Total Pass Mark	/100		
	Bidder's Total Score			

**ATTACHMENT 4.2**

**CUSTOMER REFERENCE CONTACT INFORMATION FORM**

*The Bidder must have been the prime contractor, rather than a subcontractor. This means that the Bidder contracted directly with the customer of the work. If the Bidder's Contract was to perform work, which another entity had itself first contracted to perform, the Bidder will not be considered the prime contractor. For example, Z (customer) contracted with Y for services. Y, in turn, entered into a contract with X to provide all or part of these services to Z. In this example, Y is a prime contractor and X is a subcontractor.*

<b>Customer Reference Contact Information</b>	
Name of client organization: _____	
Name of client: _____	
Client's title: _____	
Client telephone n°. _____	
Email address: _____	
<b>Contract Information</b>	
Contract n.: _____	
Start date: _____ End date: _____	
Total contract value (including Applicable Taxes and amendments): _____	
Description of work delivered:  	
By signing below, the Bidder certifies that the information provided in this Form is accurate.	
Signature of authorized representative of the Bidder:	Name: _____ Title: _____ Signature: _____ Date: _____



**ATTACHMENT 4.3  
PRICING SCHEDULE**

In respect of the “Estimated Number of Days” listed below in (C\*) the estimated number of days is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

**Contract Period:**

<b>Contract Period</b>					
<b>Date of Contract award to 2 years later</b>					
	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E)</b>	<b>(F)</b>
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Estimated Number of Days per Resource</b>	<b>Estimated Number of Resources</b>	<b>Firm Per Diem Rate</b>	<b>Total Cost (C x D x E)</b>
B.10 Help Desk Specialist	Level 3	480	2	\$	\$
B.10 Help Desk Specialist	Level 2	480	7	\$	\$
<b>Total Price Contract Period</b>					<b>\$ &lt;TBD&gt;</b>

**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).