



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

## BID SOLICITATION DEMANDE DE SOUMISSIONS

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

. Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No. - N° de la demande	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à on - le	File No. - N° de dossier

Date of Solicitation - Date de la demande	
Address inquiries to - Adresser toute demande de renseignements à :	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
Destination	

**Instructions:  
Municipal taxes are not applicable.**

**Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.**

**Instructions:  
Les taxes municipales ne s'appliquent pas.**

**Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.**

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

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Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

0001

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

9K001-S25-0001

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

This bid solicitation # 9K001-S25-0001 is divided into seven parts plus annexes and, attachments as follows:

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

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

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

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

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

**Part 6 Security, 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, the Basis of Payment, the Security Requirement Check List (SRCL), Bid Evaluation Criteria, the Bid Submission Form, the Certifications and the Insurance Requirements.

### 1.2 Summary

- a. This bid solicitation is being issued to satisfy the requirement of Canada Economic Development for Quebec Regions, (the "client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one (1) contract for the first year, twelve (12) months, plus two (2) one-year irrevocable options of one year each, allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "[Security requirements for contracting with the Government of Canada – Canada.ca \(tpsgc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca)".
- d. The period of the Contract is from April 1<sup>st</sup>, 2024 until March 31<sup>st</sup>, 2025 inclusively.

- e. The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA) and, if it is in force.
- f. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

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

- Acosys Consulting Services Inc.
- ADRM Technology Consulting Group Corp. and Randstad Interim Inc.
- Altis Recruitment & Technology Inc.
- CGI Information Systems and Management Consultants Inc.
- Convergint Technologies Ltd
- Dalian Enterprises and Coradix Technology Consulting, in Joint Venture
- DONNA CONNA INC., IBM CANADA LIMITED IN JOINT VENTURE
- Eclipsys Solutions Inc
- IPSS INC.
- IT/Net - Ottawa Inc.
- Protak Consulting Group Inc.
- RENAPS TECHNOLOGY CANADA INC
- SoftSim Technologies Inc.
- SYMBIOTIC GROUP INC., Akkodis Canada Inc., IN JOINT VENTURE
- Thales Canada Inc.
- The KTL Group, Inc.
- TRM Technologies Inc.

- g. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA # EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- h. The Resource Category described below are required on an as and when requested basis in accordance Annex "A" of the TBIPS RFSA:

TBIPS ID	Resource category	Level of Expertise TBIPS	Estimated number of Resources required
I.2	Database Administrator	Level 2 - Intermediate	1

### 1.2.2 Security requirements.

"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 \(http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".

### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

### 2.2 Submission of Bids

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

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

## 2.3 Former Public Servant (*Filled by Bidder*)

### 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:

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

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

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

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### c) Former Public Servant in Receipt of a Pension

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

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

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

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

### 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:

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



## 2.5 Applicable Laws

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

**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 their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.*

## 2.6 Improvement of Requirement During Solicitation Period

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

## 2.7 Bid Challenge and Recourse Mechanisms

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy sent by email)

Section II: Financial Bid (1 electronic copy sent by email)

Section III: Certifications (1 electronic copy sent by email)

Section IV: Additional Information

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

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

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

b. **Submission of Only One Bid:**

- A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- 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:
  - they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - 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
  - 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.
- Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

### c. Joint-Venture Experience:

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

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

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

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

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

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

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

That show in total 100 billable days.

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

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## Section I: Technical Bid

The technical bid consists of the following:

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

**SECURITY INFORMATION :**

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

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

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

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

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

- iii. **Substantiation of Technical Compliance:**  
The technical bid must substantiate the compliance with the specific articles of Attachment 4.1 – Part 4 – Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of Attachment 4.1 – Part 4 – Bid Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 4.1 – Part 4 – **Bid Evaluation Criteria**. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
  - B. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall

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start and end date of a project or a combination of projects in which a resource has participated.

- C. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

## Section II: Financial Bid

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive hourly rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods.

### 3.2 SACC Manual Clauses

#### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5 that have not been included in the technical Bid.

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

*(TO BE FILLED IN BY BIDDER)*

<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i>		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		As per TBIPS Holder Supply Arrangement.
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	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 Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"	
<b>Security Clearance Level of Bidder</b>  <i>[include both the level and the date it was granted]</i>		
i. Name of Individual as it appears on security clearance application:	i.	
ii. Level of security clearance obtained and expiry date:	ii.	
iii. Security Screening Certificate and Briefing Form file number	iii.	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:		
1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;		
2. This bid is valid for the period requested in the bid solicitation;		
3. All the information provided in the bid is complete, true and accurate; and		
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
<b>Signature of Authorized Representative of Bidder</b>		

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

- a. **Mandatory Technical Criteria:**

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

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

#### 4.1.2 Financial Evaluation

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

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

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## 4.2 Basis of Selection

### 4.2.1 Highest Combined Rating of Technical Merit and Price

SACC *Manual* Clause [A0027T](#), Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. Comply with all the requirements of the bid solicitation; and
  - b. Meet all mandatory criteria; and
  - c. Obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 80 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

## ATTACHMENT 4.1 – PART 4 EVALUATION CRITERIA

### Mandatory Technical Criteria

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

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

#	MANDATORY TECHNICAL CRITERIA	CRITERIA SATISFY (YES OR NO)	REFERENCE (page confirming that criteria was met)
<b>M1.</b>	<p>The resource must have recent and significant experience in managing Oracle databases on Windows Server 2012 and higher.</p> <p>*Recent and significant means at least 3 years' experience within the past 5 years.</p> <p>**The consultant needs to provide a proof of experience in the form of a past completed project or equivalent.</p>		
<b>M2.</b>	<p>Recent experience in managing Oracle 19C and higher databases.</p> <p>* Recent means within the past 3 years.</p>		
<b>M3.</b>	<p>Recent experiencing in managing SQL on site version 10.50.6000.34 or higher. and SQL version 12.0 or higher on Cloud.</p> <p>*Recent means within the past 3 years.</p>		

### **Point Rated Technical Criteria**

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

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

#	CRITERIA RATED BY POINTS	MAXIMUM OF POINTS AWARDED	MINIMUM OF POINTS REQUIRED	POINTS AWARDED	REFERENCE (page confirming that criteria was met)
R1.	RMAN <ul style="list-style-type: none"> <li>• 10 points per project submitted</li> <li>• Minimum 1 project</li> <li>• Maximum 5 projets</li> </ul>				
	<b>Total :</b>	<b>50</b>	<b>10</b>		
R2.	VMware <ul style="list-style-type: none"> <li>• 10 points per project</li> </ul>				
	<b>Total :</b>	<b>10</b>	<b>0</b>		
R3.	ApEx 3.2 and higher (installation, architecture and maintenance) <ul style="list-style-type: none"> <li>• 10 points per project</li> </ul>				
	<b>Total :</b>	<b>20</b>	<b>0</b>		
Maximum of points rated for the technical criteria:		<b>80</b>			
Minimum of points rated for the technical criteria:			<b>10</b>		
		<b>Your result :</b>			

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive. Please sign attachment 5.1 – Part Certifications.

#### a. Professional Services Resources

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

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

0001

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

9K001-S25-0001

9K001-S25-0001

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**b. Submission of Only One Bid**

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

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## ATTACHMENT 5.1 – PART 5 CERTIFICATIONS

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

### 1. CERTIFICATION OF STUDY AND EXPERIENCE

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

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

\_\_\_\_\_  
Date

### 2. CERTIFICATION OF STAFF AVAILABILITY

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

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

\_\_\_\_\_  
Date

### 3. CERTIFICATION OF STAFF REGULATIONS

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

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

\_\_\_\_\_  
Date

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### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Security Requirements – Required Documentation

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

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

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical and management portions of the Contractor's bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

#### 7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

[4004](#) (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software



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### 7.3 Security Requirements

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

#### **Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #19**

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid facility security clearance at the level of **secret**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status or secret** as required, granted or approved by the CSP, PWGSC
3. The contractor/offeror **must not** remove any **protected/classified** information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
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:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C
  - b. Contract Security Manual (latest edition)

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from the 1<sup>st</sup> of April 2024 to the 31<sup>st</sup> of March 2025 inclusive.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Victoria Amanze-Njoku  
Title: Procurement and Contract Agent  
Canada Economic Development for Quebec Regions  
Directorate: Corporate Finance Directorate  
Address: 800 René-Lévesque West Blvd suite 500, Montréal (Québec) H3B 1X9

Telephone: 438-337-7819

E-mail address: [victoria.amanze-njoku@dec-ced.gc.ca](mailto:victoria.amanze-njoku@dec-ced.gc.ca)

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

### 7.5.2 Technical Authority *(Will be filled at contract attribution)*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_.

The Technical Authority named above 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.

### 7.5.3 Contractor's Representative *(To be filled by the bidder)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_.

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment

- i. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- ii. **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- iii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

### 7.7.2 Basis of Payment – Firm Hourly Rates

The Contractor will be paid firm hourly rates, in accordance with the Basis of payment at annex B, for work performed in accordance with the Contract to a limitation of expenditure of \$\_\_\_\_\_. Customs duties are excluded, and Applicable Taxes are extra.

### 7.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(to be filled by bidder)*. Customs duties are excluded, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.4 Method of Payment – Multiple Payments:

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

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

### 7.7.5 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

### 7.7.6 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.

## 7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

## 7.10 Applicable Laws

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

## 7.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions, [4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software;
- c. the general conditions, [2035](#) (2022-12-01), Higher Complexity - Services, apply to and form part of the Contract;
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Supply Arrangement Number EN578-170432 (the "Supply Arrangement");
- h. the Contractor's bid dated \_\_\_\_\_, (**completed upon contract attribution**).

## 7.12 Foreign Nationals (Canadian Contractor)

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

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

## 7.13 Foreign Nationals (Foreign Contractor)

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

## 7.14 Joint Venture

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor;
  - 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 solidariy liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

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## 7.15 Professional Services – General

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

### Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten (10) working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - A. the name, qualifications and experience of a proposed replacement immediately available for Work;
  - B. security information on the proposed replacement as specified by Canada, if applicable.

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

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3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
  4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

### 7.16 Representations and Warranties

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

### 7.17 Dispute Resolution

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



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## **ANNEX "A"**

### **STATEMENT OF WORK**

**Title: Database Administrator**

#### **1. About the Agency**

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

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

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

#### **2. Background**

The Information and Technological Solutions Branch and the Chief Information Officer is seeking an Oracle and SQL Specialist on site and on Cloud (databases and application servers). The need associated with this mandate is essentially for a bank of hours to support our internal resource in specific and highly specialized tasks. The mandated resource will be required to perform various tasks on databases or application servers. In addition to designing, managing and administering database management systems, the resource will also be responsible for ensuring the consistency, quality, security and ongoing availability of information.

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

The databases are Oracle databases, versions Oracle Database 19c Standard Edition 2 Release 19.0.0.0.0 – Production Version 19.21.0.0.0 and + and SQL on site version 10.50.6000.34. and SQL version 12.0 on Cloud and Azure SQL 2022.

The resource will not have access to secret documents.

#### 4. Objectives

The resource will report to the Information and Technological Solutions Branch and will perform development and support functions.

The project involves the following objectives:

- Mandatory experience with Windows server 2012 and +;
- Oracle database version 19c and +;
- Oracle Application Server version 10g and +;
- Grid control 12.1.0.5.0;
- ORDS (Oracle REST Data Services) 3.0.1.177.18.02;
- Apex 5.1.4.00.08;
- PL / SQL server 10.50.6000 and SQL v 12.0 on Cloud;
- Azure SQL 2022 deployment;
- Create the databases and seed the data on physical media;
- Track database object access performance to ensure tuning;
- Manage release migrations;
- Update programs and fix potential bugs (install patches) and provide approval before production releases;
- Ensure that backups are properly executed and ensure data recovery and the restoration of databases to operational condition (disaster recover) following a serious incident (Oracle and SQL);
- Maintenance: environment updates, capacity monitoring, account access and security, etc.
- **The consultant needs to provide a proof of experience in the form of a past completed project or equivalent.**

#### 5. Potential duties

1. Create the databases and seed the data on physical media.

The resource acts as a reference person for 11g and SQL on site version 10.50.6000.34. and SQL version 12.0 on Cloud, handles all types of requests (technical and functional), and collaborates with IT specialists.

- a) Manage release migrations (Oracle and SQL).
- b) Provide support for developers and operating technicians.
- c) Analyze incidents or issues.
- d) Immediately respond to incidents that limit database performance or access to information (Oracle and SQL).
- e) Document the incident or issue.
- f) Design and coordinate the implementation of a project with the various stakeholders.
- g) Present new products or releases to CED (Oracle and SQL)
- h) Ensure that backups are properly executed.
- i) Develop and execute test procedures and programs during migrations or after an incident.
- j) Update programs and fix potential bugs (install patches) and provide approval before production releases.
- k) Define quality standards and develop and monitor dashboards.
- l) Guarantee data availability and quality by maintaining and improving performance ("tuning") and functionalities (by improving their automation, optimizing processing and queries, and by parametrization).
- m) Administer user access authorizations and data security issues with the security engineer.

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2. Maintain the Oracle and SQL Server test environment. Provide support for the implementation of production solutions.

In collaboration with IT, the resource will ensure that the Oracle and SQL Server test environment is up to date.

- a) Be familiar with the various patches and releases.
- b) Test and validate database management systems as part of migrations or technological evolution.
- c) Test the latest updates.
- d) Prepare patch installation and release change procedures.
- e) Present new products or releases to CED.
- f) Update documentation relating to the structure of the database and operating and production procedures.

3. Knowledge transfer.

- a) To ensure the transfer of knowledge, the resource must, upon request, give presentations to a range of audiences on the various components/modules/functionalities.
- b) Ensure the transfer of knowledge relating to new items, functionalities or behaviours that are specific to requirements.

## 6. Requirements concerning performance of work

- The mandate must be carried out on a schedule of 5 days a week (37.5 hours a week) during CED business hours, i.e., between 8 a.m. and 5 p.m. A workday is 7.5 hours. The estimated duration of the work starting on April 1<sup>st</sup> 2024 to March 31<sup>st</sup> 2025.
- The work will be done remotely.
- Bilingual is not imperative but recommended.

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

**Basis of Payment – Firm Hourly Rates**

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

**A- CONTRACT PERIOD – From April 1<sup>st</sup>, 2024 and ends on March 31<sup>st</sup>, 2025**

TBIPS ID	Resource Category	Name	Firm Hourly Rate
I.2	Database Administrator Level 2 – Intermediate		\$

**Definition of a Day/Proration**

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

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

**B- OPTION TO EXTEND THE CONTRACT**

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

**1<sup>ST</sup> YEAR OF OPTION – April 1<sup>st</sup>, 2025 to March 31<sup>st</sup>, 2026**

TBIPS ID	Resource Category	Name	Firm Hourly Rate
I.2	Database Administrator Level 2 – Intermediate		\$

**2<sup>ND</sup> YEAR OF OPTION – April 1<sup>st</sup>, 2026 to March 31<sup>st</sup>, 2027**

TBIPS ID	Resource Category	Name	Firm Hourly Rate
I.2	Database Administrator Level 2 – Intermediate		\$

Solicitation No. - N° de l'invitation

0001

Client Ref. No. - N° de réf. du client

9K001-S25-0001

Amd. No. - N° de la modif.

File No. - N° du dossier

9K001-S25-0001

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

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**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

*(Will be filled at contract attribution)*