

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

Transport Canada / Transports Canada

Attention / Attention: Sara Gould

E-mail / Courriel: [Sara.Gould@tc.gc.ca](mailto:Sara.Gould@tc.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION  
Comments – Commentaires**

**Proposal To: Transport Canada**

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

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 products 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>Title – Sujet</b>	
Application Services Resources for the Service & Digital Group	
<b>Solicitation No. – N° de l'invitation</b>	
T8080-230303	
<b>Date – la date</b>	
March 13, 2024 – le 13 mars 2024	
<b>Solicitation Closes - L'invitation prend fin</b>	
<b>at – à</b> 2:00 PM – 14h00	
<b>on – le</b> April 09, 2024 – le 09 avril 2024	
<b>Time Zone – Fuseau horaire</b>	
Eastern Standard Time (EST) Heure normale de l'Est (HNE)	
<b>F.O.B. - F.A.B.</b>	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address inquiries to – Adresser toute demande de renseignements à :</b>	
E-mail / Courriel: <a href="mailto:Sara.Gould@tc.gc.ca">Sara.Gould@tc.gc.ca</a>	
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction</b>	
National Capital Region – Région de la capitale nationale	
<b>Instructions: See Herein</b>	
<b>Instructions : Voir aux présentes</b>	
<b>Delivery required – Livraison exigée</b>	
See Herein – Voir aux présentes	
<b>Delivery offered – Livraison proposée</b>	
See Herein – Voir aux présentes	
<b>Jurisdiction of Contract: Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)</b>	
<b>Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)</b>	
<b>Vendor/firm Name and Address - Raison sociale et l'adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
E-mail – Courriel	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
<b>Signature</b>	
<b>Date</b>	

**TIER 2 BID SOLICITATION  
FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR  
TASK- BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

**A.1. APPLICATION SOFTWARE ARCHITECT: LEVEL 2 AND 3**

**A.7. PROGRAMMER ANALYST: LEVEL 2 AND 3**

**A.12. WEB ARCHITECT: LEVEL 2 AND 3**

**FOR**

**TRANSPORT CANADA**

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

**Annex A Statement of Work**

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

**Annex B Basis of Payment**

**Annex C Security Requirements Check List**

Appendix A to Annex C - Security Classification Guide for Contracts

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

Attachment 3.1: Bid Submission Form  
Attachment 3.2: Customer Reference Contact Information form

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

Attachment 4.1: Bid Evaluation Criteria  
Attachment 4.2: Pricing Schedule

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

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 eight 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.
- Part 8** Attachments, Certifications and Bidder's Response

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

### **1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of Transport 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 a one (1) year period plus one 6-month option period allowing Canada to extend the term of the contract.
- (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) This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon,

Northwest Territories, Nunavut, Quebec, or Labrador will be treated as a separate procurement, outside the resulting contract.

- (g) 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.

All qualified TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-170432 series of SA's are invited to compete.

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

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
<b>A.1 APPLICATION SOFTWARE ARCHITECT</b>	<b>Level 3</b>	<b>3</b>
<b>A.1 APPLICATION SOFTWARE ARCHITECT</b>	<b>Level 2</b>	<b>2</b>
<b>A.7 PROGRAMMER ANALYST</b>	<b>Level 3</b>	<b>2</b>
<b>A.7 PROGRAMMER ANALYST</b>	<b>Level 2</b>	<b>1</b>
<b>A.12 WEB ARCHITECT</b>	<b>Level 3</b>	<b>3</b>
<b>A.12 WEB ARCHITECT</b>	<b>Level 2</b>	<b>2</b>

### 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://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.
- (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 6 of Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days  
Insert: 180 days
- (f) The 2003 (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

#### **INSERT:**

#### **Technical Difficulties of Bid Transmission**

This section applies despite anything to the contrary in this solicitation or the Standard Instructions 2003 (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements.

Where a Bidder has commenced transmission of its bid through bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The Bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.



### **Completeness of the Bid**

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

### **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 Tuesday April 02, 2024. 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 an 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 an 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.

## 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 Improvement of Requirement During Solicitation Period

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

## 2.7 Volumetric Data

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

## 2.8 Bid Challenge and Recourse Mechanisms

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that bidders provide their bid in separately sections as follows:
- i. Section I: Technical Bid - **One (1) soft copy**
  - ii. Section II: Financial Bid - **One (1) soft copy**
  - iii. Section III: Certifications not included in the Technical Bid - **One (1) soft copy.**
- (b) Prices appear in the financial bid only. No Prices must prices must be indicated in any other section of the bid.
- (c) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11-inch (216 mm x 279 mm) page size;
  - (ii) use a numbering system that corresponds to the bid solicitation;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - (iv) Include a table of contents.
  - (v) Soft copies will be accepted in any of the following electronic formats:
    - Portable Document Format (.pdf)
    - Microsoft Word (.docx)
    - Microsoft Excel (.xlsx)
- (d) **Policy on Green Procurement:** In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#), when feasible Bidders should prepare their bids as follows:
1. Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
  2. Include all third-party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
  3. Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
    - a. use 8.5 x 11-inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
    - b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs, spiral binding or binders, and must not contain any single-use plastics.
- (e) Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:
- (i) there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;

- (ii) you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
- Canada's Net-Zero Challenge;
  - the United Nations Race to Zero;
  - the Science-based Targets Initiative;
  - the Carbon Disclosure Project;
  - the International Organization for Standardization;
- (iii) you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

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

(g) **Joint Venture Experience:**

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

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

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

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

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

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

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

that show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

- (a) The technical bid consists of the following:
- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment 8.1 to Part 8 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Substantiation of Technical Compliance:**
- a. **Mandatory Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment 8.2 to Part 8, 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 8.2 to Part 8, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- b. **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) 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); (ii) a project must have been completed the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) 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.

- (iii) **Client reference Contact Information:** In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have two (2) working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 8.3 to Part 8.

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

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.

- (B) 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.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 8.4 to Part 8. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Variation in Resource Rates by Level:** Where the financial tables provided by Canada allow different fixed rates to be charged for different levels of experience within the same category and time period, for any such category and time period:
  - (i) the rate bid for level three must be the same or higher than that bid for level two
- (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, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 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 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 two (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 (2023-06-08), 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 to verify and validate any information submitted by the Bidder,
- The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
- (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 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 8.2 to Part 8.

(b) **Resources evaluated at TA Stage:**

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

Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed

resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix C of Annex A.

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

#### 4.3 Financial Evaluation

There are two (2) possible financial evaluation methods:

##### **Financial Evaluation - Method A:**

The following financial evaluation method will be used if three (3) or more bids are determined responsive:

##### 1. **Calculation of Total Bid Price:**

The financial evaluation will be conducted using the pricing tables completed by the Bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates, or Median Rate(s) if applicable, for the Initial Contract Period and the option period with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 8.4, Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.

##### 2. **Firm Per Diem Median Rate Evaluation:**

- a. **Explanation:** The firm per diem median rate calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource category that is lower than the Lower or Upper of the Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.
- b. **Establishing the lower and upper median band limits for each period and each resource category:** Using the per diem rate proposed for each individual Resource Category a Median Rate will be determined for each Resource Category for the Initial Contract Period, and for each of the option periods. For each Resource Category, the Median Rate will be calculated using the median function in Microsoft Excel. A Lower and Upper Band Limit will be calculated for each Resource Category and will represent a range that encompasses the Median Rate to a value of minus (-) 20% of the median, and an upper median rate to a value of plus (+) 30% of the median.
- c. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Median Rate for that Resource Category.
- d. If a Bidder bids a firm per diem rate for any Resource Category that is higher than the Upper Band Limit, TC will consider the bid as non-compliant and will give no further consideration to the bid.
- e. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

### **Financial Evaluation - Method B:**

The following financial evaluation method will be used if less than three (3) bids are determined responsive:

- a. **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option periods with the estimated number of days of work for each period, for the Resource Category stated in Attachment 8.4 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.

#### **4.3.1 Substantiation of Professional Services Rates**

In Canada's experience, Bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

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

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

#### **4.4 Basis of Selection – Lowest Evaluated Price**

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 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 Part 8, Attachment 8.5 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 Part 8, Attachment \_\_\_\_, Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### (b) Certification of Language - English Essential

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

## **PART 6 – SECURITY REQUIREMENT:**

### **6.1 Security Requirement**

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (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) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the [Contract Security Program](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.
- (d) 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 Department, 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) **Department:** Under the Contract, the "**Department**" is **Transport 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 Department. The reorganization, reconfiguration and restructuring of the Department includes the privatization of the Department, 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 Department. 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 Department. 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) **Form and Content of draft Task Authorization:**
- (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 contract number;
  - (B) the task number;
  - (C) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
  - (D) the categories of resources and the number required;
  - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);



- (F) the start and completion dates;
- (G) any option(s) to extend initial end date (if applicable);
- (H) milestone dates for deliverables and payments (if applicable);
- (I) the number of person-days of effort required;
- (J) whether the work requires on-site activities and the location;
- (K) the language profile of the resources required;
- (L) the level of security clearance required of resources;
- (M) 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
- (N) any other constraints that might affect the completion of the task.

(c) **Contractor's Response to Draft Task Authorization:**

The Contractor must provide to the Technical Authority, within two (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.

(d) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signatures:

- (1) the Technical Authority;
- (2) the Contracting Authority; and
- (3) the Contractor.

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.

(e) **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 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 15 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, category of each resource involved in performing the TA, as applicable;
  - (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
  - (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
  - (F) the start and completion date for each authorized task; and
  - (G) the active status of each authorized task, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TA's (as amended)
  - (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TA's; and
  - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TA's.

### 7.3 Minimum Work Guarantee

- (a) In this clause,
  - (i) "**Maximum Contract Value**" means the amount specified in the "**Limitation of Expenditure**" clause set out in the Contract; and
  - (ii) "**Minimum Contract Value**" means \$20,000.00 (excluding Applicable Taxes).
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
- (i) for default;
  - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - (iii) for convenience within ten business days of Contract award.

#### 7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

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

#### 7.5 Security Requirement

The following security requirements applies to and form part of the contract.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE No. T8080-230303**

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

2. The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT remove any CLASSIFIED/PROTECTED information or assets from the identified site(s), and the Contractor 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 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).

## 7.6 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 includes:
  - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 year later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
  - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by one (1) additional six (6) month period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.7 Authorities

### (a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Sara Gould  
Title: Procurement Specialist,  
Transport Canada  
Address: 330 Sparks Street, Ottawa, Ontario K1A 0N5  
E-mail address: [Sara.Gould@tc.gc.ca](mailto:Sara.Gould@tc.gc.ca)

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

(b) **Technical Authority (to be inserted at contact award)**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
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 (to be inserted at contact award)**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
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, for Actual Time Worked and any resulting deliverables in accordance with the fixed all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on Actual Time Worked based on a 7.5-hour workday. Canada will not pay the Contractor more than the Maximum Price for the TA.
- (ii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iii) **Contractor's Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex B remain fixed 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 fixed rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.

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

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

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

(c) **Method of Payment for Task Authorizations with a Maximum Price:**

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, the total hours, and the actual time worked in a 24 hour period (e.g. 7.5 hours - from 8:00 AM to 12:00 PM and from 12:30 PM to 4:00 PM) excluding any passive time such as retainer or standby time or time awaiting for information or task assignment or any other form of passive time similar to the ones described above to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of

which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(d) **Electronic Payment of Invoices – Contract**

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

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

(e) **Time Verification**

- (i) 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.
- (ii) If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time worked each day by each individual performing any part of the Work.
- (iii) Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms. Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

(f) **Payment Credits**

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

- (A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (B) **Corrective Measures:** If credits are payable under this Article for 2 consecutive months or for 3 months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Technical and the Contracting Authority and 20 working days to rectify the underlying problem
- (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor 3 months' written notice of its intent, if any of the following apply:
  - (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
  - (2) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the 3-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those 3 months.

- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
  - (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
  - (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
  - (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
  - (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- (g) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation 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) The Contractor must provide an electronic copy of each invoice and time sheet to the Technical Authority and to the Contracting Authority.

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

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

#### **7.12 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 Ontario.

#### **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) General Conditions 2035 (2022-12-01), Higher Complexity - Services;
- (c) 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 required during the Contract period; and
  - (v) Appendix E to Annex A – Disclosure of Resources Working on Multiple Contracts;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
  - (i) Appendix A to Annex C – Security Classification Guide
- (f) the validly issued Task Authorizations and any required certifications (including all of their annexes if any); and
- (g) the Contractor's bid dated \_\_\_\_\_ **(to be inserted at contact award)**

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

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

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

### 7.16 Foreign National (Foreign Contractor)

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

### 7.17 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### (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 Transport 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 solidarity 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 \_\_\_\_\_ and that it is comprised of the following members:

***[Bidders must 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) \_\_\_\_\_ 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 solitarily 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 ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

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

In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

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

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

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

Technical Authority. The replacement must have qualifications and experience that are similar or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub-article (c).

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

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

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

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

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

The Contractor made statements regarding its own and its proposed resources' experience and expertise that resulted in the issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in the issuance of the TAs. 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 clients.

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

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

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

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of two months under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 20 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

#### **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:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority, and 20 working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

#### **7.27 Dispute Resolution**

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



## **ANNEX A**

### **STATEMENT OF WORK**

#### **1. INTRODUCTION**

Transport Canada (TC) is responsible for developing and overseeing the Government of Canada's transportation policies and programs so that Canadians can have access to a transportation system that is safe and secure, green, and innovative, and efficient.

TC work towards these objectives by proposing and updating policies, laws, and regulations, conducting inspections, enforcement activities and surveillance of the transportation industry's equipment, operations and facilities, and providing funding to organizations for projects that strengthen the transportation network, including safety improvement projects, technological innovations and green transportation initiatives. TC plays a key leadership role in ensuring that all parts of the transportation system across Canada work together effectively. It does so by collaborating with various groups including Indigenous people, industry, provincial and territorial governments, and international partners.

Over the past few years, TC has also embarked on a digital transformation journey to enhance the quality of services that is delivered to Canadians as well as to further streamline how activities take place within the organization. To achieve this, TC is taking a multi-pronged approach to re-visit its services and consolidate them towards common enterprise capabilities which should help achieve cost efficiencies in the longer term, while also providing end users with a seamless, positive user experience.

#### **2. OBJECTIVE**

TC has launched key transformation initiatives and supports ongoing sustainability programs and projects to ensure the delivery of the existing IT infrastructure and is already managing several large sustainability projects. The Service and Digital Group (SDG) of TC requires resources to support the planning and execution of these programs and projects, as well as work, on behalf of TC, on partner-led programs.

#### **3. SCOPE OF WORK**

On an as and when requested basis, the contractor must provide informatics professional service skillsets to TC.

#### **4. GENERAL TASKS**

- Provide expertise, solutions, advice, guidance and/or recommendations:
  - To Program Lead and Program Managers for the successful planning, management, execution, oversight, tracking and reporting of program investments; and
  - on implementation of program management methodologies, best practices, process and procedures, tools, and techniques to support program management (i.e., planning, analysis, decision-making, tracking and reporting) related to branch strategy investments.
- Provide integration services to support the planning, analysis, coordination, tracking and reporting of investments and activities, including:
  - Supporting the planning and implementation of Branch strategies using agile and co-design methodologies.
  - Helping ensure that all work, investments, and activities remain aligned with strategic priorities, branch strategy and roadmaps.
  - Helping ensure that all investments continue to track towards achievement of strategic priorities, branch strategies, roadmap outcomes, and the realization of defined benefits.

- Supporting and promoting a common understanding of the target end-state redesign and lean processes; and
  - Assisting in planning future investments (i.e., for Medium and Long Term) using an established methodology.
- Provide advice and guidance to help maximize collective capabilities and capacity.
  - Support the oversight and coordination of roadmap investments.
  - Look to new technologies / analytics and identify and implement proof of concept pilot initiatives.
  - Respond to and assist with the resolution of issues arising from the governance and/or senior management review process.
  - Assist with the coordination of all governance and/or senior management review work for programs, individual projects, and/or the overall strategy for governance committee and/or senior management review:
    - Prepare documentation and presentations to table for senior management review; and
  - Analyze feedback from senior management reviews, recommended changes, and incorporate changes to meet senior management requirements.
  - Determine client's current state and determine how to integrate it with delivery models and integration strategies.
  - Review system development and provide advice on all aspects of the systems integration strategies.
  - Plan and participate in the proof-of-concept solutions and proof of product evaluation.
  - Establish design standards, guidelines, and principles.
  - Provide model and document current technology architecture, design future state technology architecture based on business strategies and needs, and technology framework architecture.
  - Define transition steps and plans to move from current to future application architectures, including interoperability with existing applications and migration strategies where applicable.
  - Review and define functional requirements, user interface designs, usability reviews, performance reviews and operability reviews.
  - Report methodology compliance and reuse profiles as defined.
  - Identify tasks and track progress within the required area of responsibility.
  - Coordinate with a multi-disciplinary team of specialists.
  - Transfer knowledge to TC personnel to continue to support the architecture established; and
  - Provide verbal debriefing, formal and ad hoc status updates.

**5. RESOURCES CATEGORY**

<b>Stream 1: Application Services</b>	
<b>Resources Categories</b>	<b>Level</b>
A.1 Application / Software Architect	2 and 3
A.7. Programmer / Analyst	2 and 3
A.12. Web Architect	2 and 3

**6. RESOURCES CATEGORY TASKS**

**6.1 A.1. APPLICATION / SOFTWARE ARCHITECT (Level 2)**

The Application / Software Architect (Level 2), will provide the following tasks that may include but are not limited to:

- Monitor industry trends to ensure solutions fit with government and industry directions for technology;
- Analyze functional requirements to identify information, procedures, and decision flows;

- Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary;
- Identify and document system specific standards relating to programming, documentation, and testing, covering program libraries, data dictionaries, naming conventions, etc.; and
- Create presentations and present to various stakeholders and facilitate meetings and discussions.

#### **6.1.1 A.1. APPLICATION / SOFTWARE ARCHITECT (Level 3)**

The Application / Software Architect (Level 3), will provide the following tasks but are not limited to tasks that are associated with Level 2 tasks as well as take on a leadership role and will be required for more complex requirements that will include but are not limited to:

- Develop technical architectures, frameworks, and strategies, either for an organization or for a major application area, to meet the business and application requirements;
- Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems;
- Define input/output sources, including detailed plan for technical design phase, and obtain approval of the system proposal;
- Identify the policies and requirements that drive out a particular solution;
- Analyze and evaluate alternative technology solutions to meet business problems; and
- Ensure the integration of all aspects of technology solutions.

#### **6.2 A.7. PROGRAMMER / ANALYST (Level 2)**

The Programmer / Analyst (Level 2), will provide the following tasks that may include but are not limited to:

- Create and modify code and software;
- Create and modify screens and reports;
- Assist in design methods and procedures for small computer systems, and sub-systems;
- Assist in the development, testing and implementation of small computer systems, and sub-systems of larger systems;
- Aid in producing forms, manuals, programs, data files, and procedures for systems and/or applications; and
- Create presentations and present to various stakeholders and facilitate meetings and discussion.

#### **6.2.1 A.7. PROGRAMMER/ANALYST (Level 3)**

The Programmer / Analyst (Level 3), will provide the following tasks but are not limited to task associated with Level 2 tasks as well as take on a leadership role and will be required for more complex system requirements that will include but are not limited to:

- Lead, gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications;
- Design methods and procedures for complex system requirements;
- Develop, test and implement small computer systems, and sub-systems of larger systems; and
- Produce forms, manuals, programs, data files, and procedures for systems and/or applications.

### 6.3 **A.12. WEB ARCHITECT (Level 2)**

The Web Architect (Level 2), will provide the following tasks that may include but are not limited to:

- Develop code based upon design and requirements documents;
- Write code to write to and read from the database;
- Unit test the code prior to releasing it for integration testing;
- Monitor the need for architectural changes as the project progresses;
- Develop test plans for testing the system;
- Ensure functionalities have been implemented according to specifications;
- Define assumptions and constraints of architecture with regard to physical structure and data collection;
- Develop post-implementation plan for monitoring/tracking architecture stability; and
- Create presentations and present to various stakeholders and facilitate meetings and discussions.

#### 6.3.1 **A.12. WEB ARCHITECT (Level 3)**

The Web Architect (Level 3), will provide but are not limited to task associated with Level 2 tasks as well as take on a leadership role and will be required for more complex system requirements that will include but are not limited to:

- Define architecture to be used in web-based projects;
- Perform architectural modeling to ensure consistency of the design with existing work;
- Select the development language to be used for the project;
- Assess the impact of the new requirements on existing web applications;
- Ensure functionalities have been implemented according to specifications; and
- Define assumptions and constraints of architecture with regard to physical structure and data collection.

## 2.4 **TECHNICAL ENVIRONMENT**

The technical environment may comprise of technologies currently in use within TC, including but not limited to:

- **Front-End Development:**
  - Frameworks: .NET MVC/Razor/Blazor
  - HTML5, CSS3, JavaScript, jQuery.
  - Python
  - Responsive Web Design principles
  - Accessibility standards including WCAG 2.x.
- **Back-End Development:**
  - ASP.NET Core
  - .NET 6.0 or higher
  - Object Relational Mapping (ORM).
- **Integrated Development Environment (IDE):**
  - Visual Studio
  - Visual Studio Code.

- **Data Management and Analytics:**
  - Microsoft SQL Server
  - Oracle Database
  - PostgreSQL Database
  - Querying and stored procedures via T-SQL, PL/SQL, Postgres
  - Azure Databricks
  - Azure Data Lake
  - erWin Data Modeler.
  - Power BI.
  
- **Version Control and Build Tools:**
  - Git for version control
  - Azure DevOps for source control and CI/CD.
  
- **Web Services:**
  - RESTful API
  - Azure API Management.
  - JavaScript Object Notation (JSON).
  
- **Testing and Quality Assurance:**
  - Test Driven Design
  - Unit Tests, including NUnit and xUnit
  - End-to-end automated functional testing via Playwright, Selenium, Cypress, Puppeteer, etc.
  
- **Robotic Process Automation (RPA):**
  - UiPath for process automation and integration
  - MS Power Automate
  - Bots.
  
- **Continuous Integration/Continuous Deployment (CI/CD):**
  - Azure DevOps Pipelines for automated builds, releases, tests etc.
  - Infrastructure as code via Bicep, Terraform, ARM, etc.
  
- **Documentation and Diagramming:**
  - Architecture diagrams, process models (e.g., BPMN), dataflow diagrams, flowcharts.
  - Data models (conceptual, logical, physical).
  - Microsoft Word and SharePoint for project documentation.
  
- **Content Management Systems (CMS):**
  - SharePoint Online for document management and collaboration.
  
- **Cloud Platforms:**
  - Cloud development and architecture using Microsoft Azure.
  - Various Azure services including; Active Directory, API Management, App Service, Application Services, Blob Storage, Databricks, Data Factory, Data Lake Storage,

DevOps, Event Grid, Functions, Key Vault, Logic Apps, Mobile Apps, Multi Factor Authentication, PostgreSQL, Service Bus, SQL Database, Virtual Machines, VPN Gateway.

- Microsoft 365 (Microsoft Teams, Outlook, SharePoint, One Drive, Word, Excel, PowerPoint, OneNote, Microsoft Project, Microsoft Planner, Microsoft Access, Microsoft Visio).
- Microsoft Power Platform (Power Apps, Power Automate, Power Pages, Power BI, Dataverse, Data Connectors).
- Microsoft Dynamics 365.

- **Security and Compliance:**

- Azure Identity Framework.
- Azure Active Directory.
- Government of Canada External Credential Management via GCKey and Interac Sign-In.
- Entrust Identity Guard.

## 8. DELIVERABLES

In addition to the services described, each contractor must provide to, or a representative of a TC entity: technical advice. The transfer of functional knowledge through the provision of written documents as well as individual and group training.

The contractor must provide the deliverables (in draft, final or both forms) to the Technical Authority or their representative as specified. The scope and specific content of each deliverable will be submitted to the Technical Authority for review and to determine acceptance.

The final copies of the deliverables must incorporate the comments received and changes requested by the Technical Authority or their representative and will be delivered on or before the contract end date.

Each contractor must submit a weekly status report to the Technical Authority conforming to the report format specified.

The schedule, format and content of each deliverable shall be mutually agreed to by the Technical Authority and the Contractor in writing and will be based on the Technical Authorities organizational standards (e.g. business requirement template to be used, standard architecture format for business views, etc.).

Progress (Status) Report. The contractor shall prepare a written status and progress report on the work performed for the project, which is to be attached to the monthly timesheet claim. At a minimum, progress reports shall contain the following information:

- All significant activities performed by the Contractor(s) during the period,
- Status of all action/decision items, as well as a list of outstanding activities,
- A description of any problems encountered which are likely to require the attention of the Technical Authority, and any recommendations relating to the conduct of the work.
- Current milestones with planned dates, progress since the last report, issues encountered, and next steps.
- Hours expended by the contractor against the task during the reporting period.
- Highlight the expectations/deliverables for the coming month, week, quarter.
- Progress reports and timesheets must also be included when sending the invoice.

## **8.1 FORMAT OF DELIVERABLES**

The schedule, format and content of each deliverable shall be mutually agreed to by the Technical Authority and the Contractor in writing.

The Contractor must request and use the Technical Authorities specified organizational documentation and information management standards (e.g., business requirement template, standard architecture format for business views, etc.)

Documentation deliverables shall be in electronic copy format using Microsoft (MS) Office suite of products or agreed by the contractor and the TA in the event other format would be suitable.

Progress Reports must be submitted to the Technical Authority by email.

Government furnished equipment (GFE) may be made available to contractors if approved by the Technical Authority based on engagement requirements.

Unclassified and Protected-A documents can be submitted by email within the GC email system. Protected-B documents must be encrypted using a GC PKI Key then can be submitted within the GC email system. Other means of delivery can be defined and must be agreed by the Technical Authority at the beginning of engagement.

Secret documents (if applicable) processing, storage, transportation, and delivery requirements must be approved by the Technical Authority at beginning of engagement and must meet all information, personnel and physical security requirements, policies, and legislation specific to the engagement.

Deliverables must be editable in Microsoft Office Suite (e.g., Word, Excel, PowerPoint, and Visio) in the version specified by the Technical Authority at the beginning of engagement.

Written communication should be in English.

Produced documents should be built with TC templates or with other templates approved by the team leader.

Produced documents should be made available electronically in a readable and editable format using standard office productivity solutions (Microsoft Word, Excel, PowerPoint, Project and/or Visio). All deliverable reports and documentation within the project shall consider market trends, best practices, and industry standards.

## **8.2 DELIVERABLE ACCEPTANCE PROCESS**

The Contractor must submit all deliverables electronically in a format accessible to TC to the Technical Authority or his/her designated.

The Projects Technical Authority will review the deliverable and provide feedback to the contractor within five (5) working days.

The Contractor will have five (5) working days to remedy any element that is not meeting the requirement(s). The Contractor and the Project's Technical Authority may mutually agree to different timelines or an alternate process.

## **9. REPORTING RELATIONSHIP**

The resource will functionally report to the Technical Authority/Manager identified as part of the Tasks.

## **10. RESOURCE SKILLS AND UPGRADE TRAINING**

The Contractors may be required to work in an agile software development environment using design thinking principles.

The TC technical architecture is evolving continuously in line with TC's business requirements and new technologies.

The resources will accumulate subject knowledge and experience of TC IM/IT environment and organization. These are key factors in maintaining service levels and client satisfaction. TC and the contractor will work together to minimize resource turnover and to ensure that resources' knowledge and skills are relevant to current and planned technology TC's IM/IT environment.

The Technical Authority will provide the contractor with an overview of the current and planned technology within TC. Updates will be provided on an ad hoc basis as the need arises.

## **11. REGULAR MEETINGS**

The Contractor's Project Authority must meet with the Technical Authority or their representative on a priority basis or as requested to discuss any issues associated with the provision of the required professional services. These meetings will be at no additional cost.

## **12. OPERATIONAL WORKING HOURS**

Normal working hours will be no earlier than 7:00 a.m. to no later than 6:00 p.m. EST Monday through Friday (except for statutory holidays as defined by the province of work). The Contractor will be expected to work 7.5 hours/day within normal working hours unless arrangements are made ahead of time with the Technical Authority. The Technical Authority will authorize additional hours of work in advance at the same rate as normal office hours. The Contractor will normally work during regular business hours, on the site, unless otherwise agreed upon by the Contractor and the Technical Authority. For the duration of the contract, all personnel must be available to work outside normal office hours as required.

## **13. LOCATION OF WORK**

The Contractor's work will take place in the NCR for the duration of the contract. For most of the work the resource is expected to be able to telework from own place of business, however some in-person discussions may take place.

## **14. LANGUAGE**

Canada performs work in both official languages – French and English. While proposed resources must be fluent in English (written and oral), there may be a requirement for specific resources to be fluent in French and English. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.

Each Task Authorization issued by the Project Authority will provide the language requirement.

## **15. TRAVEL REQUIREMENT**

Canada will not pay the Contractor for any travel or living expenses associated with performance of the Work.



## 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 of rates must include projected profit and overhead cost estimate for each resource(s) and each per diem rate proposed, in accordance with Appendix F to Annex A. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 2 *working days* (or any longer time period specified in the draft TA) turnaround time to submit a quotation.

For the purposes of projected profit and overhead costs, the following definitions apply:

Direct costs:

- a. "Direct Material Costs" meaning the cost of materials which can be specifically identified and measured as having been used or to be used in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by Canada.
- b. "Direct Labour Costs" meaning the costs of the portion of gross wages or salaries (excluding fringe benefits), which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by Canada. For subcontracted resources, it means the rate paid to the subcontractor.
- c. "Other Direct Costs" meaning those applicable costs, not falling within the categories of direct material or direct labour, but which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost practices as accepted by Canada.

Indirect Costs:

- a. "Indirect Costs (overhead)" meaning those costs which, though necessarily having been incurred during the performance of the Contract for the conduct of the Contractor's business in general, cannot be identified and measured as directly applicable to the performance of the Contract.
- b. These Indirect Costs may include, but are not necessarily restricted to, such items as:
  - a. indirect materials and supplies(\*);
  - b. indirect labour;
  - c. fringe benefits (the Contractor's contribution only);
  - d. public services expenses: expenses of a general nature such as power, heat, light, operation and maintenance of general assets and facilities;
  - e. fixed/period charges: recurring charges such as property taxes, rentals and reasonable depreciation costs;
  - f. general and administrative expenses: including remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage and other necessary administration and management expenses;
  - g. selling and marketing expenses associated with the goods, services or both being acquired under the Contract;
  - h. general research or development expenses as considered applicable by Canada.

(\*) For supplies of similar low-value, high-usage items the costs of which meet the above definition of Direct Material Costs but for which it is economically expensive to account for these costs in the manner prescribed for direct costs, then they may be considered to be indirect costs for the purposes of the Contract.

2. With each quotation the Contractor must propose the required number of resources and for each proposed resource the Contractor must supply a résumé, digitally signed by the resource attesting it is a true and accurate representation of their education and experience, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications). For each proposed resource, the Contractor must disclose, to both the Technical Authority and Contracting Authority, whether the resource is an employee or a sub-contracted vendor entity. If the resource is provided through a sub-contracted vendor entity(ies), the Contractor must disclose the name of the subcontractors, including the resource's actual employer in Appendix E to Annex A.
  - (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. 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. The Contractor must provide a completed and signed Appendix D to Annex A – Certifications required at the TA stage, and the related Appendix E to Annex A – Disclosure of resources working on multiple contracts (when it applies) with each quotation.
6. Once the quotation has been accepted by the Project 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 FORM FORMULAIRE D'AUTORISATION DE TÂCHES

<b>PART 1 (completed by the Technical/Project Authority) – PARTIE 1 (complété par le Responsable technique / Chargé du projet)</b>						
<b>A. General Information – Informations générales</b>						
Contract Number – Numéro du contrat			Contractor Name – Nom du Contracteur			
Task Authorization (TA) Number – Numéro de l'autorisation de tâches (AT)			Financial Coding – Code financier			
Date of Issuance (yyyy-mm-dd) – Date d'émission (aaaa-mm-jj)			Response Required by (yyyy-mm-dd) – Réponse requise par (aaaa-mm-jj)			
<b>B. For Amendments Only – Aux fins de modification seulement</b>						
Amendment Number – Numéro de la modification						
Reason for the Amendment – Raison pour la modification						
<b>C. TA Requirements – Exigences relatives à l'AT</b>						
Required Resource(s) / Ressource(s) requise(s)						
Category – Catégorie	Level – Niveau	Estimated Level of Effort (days) Niveau d'effort estimatif (jours)	Linguistic Profile Profil linguistique	Required Level(s) of Security Niveau(x) de sécurité requis		
Statement of Work (tasks, deliverables, reports, etc.) – Énoncé des travaux (tâches, livrables, rapports, etc.)						
<b>PERIOD OF SERVICE – PÉRIODE DE SERVICE</b>						
Initial Start Date (yyyy-mm-dd) – Date de début initiale (aaaa-mm-jj)			Initial End Date (yyyy-mm-dd) – Date de fin initiale (aaaa-mm-jj)			
Extended End Date (See Reason for the Amendment (yyyy-mm-dd) – Date de fin prolongée (voir Raison pour la modification) (aaaa-mm-jj)						
Travel Requirement(s) – Exigence(s) de voyage						
Work Location(s) – Lieu(x) de travail						
<b>PART 2 (completed by the Contractor and/or the Technical/Project Authority) PARTIE 2 (complété par le Contracteur et/ou le Responsable technique/Chargé du projet)</b>						
<b>B. Estimated Cost – Coût estimatif</b>						
Amendment	Category	Level	Per Diem Rate	Estimated Level of Effort (days)	Total Cost	
	Amendement	Catégorie	Niveau	Taux journalier	Niveau d'effort estimatif (jours)	Coût estimatif
X	1					
X	2					
X	3					
Add a row – Ajouter une ligne			Estimated Cost – Coût estimatif			
Total Estimated Travel and Living Cost – Coût total estimatif de voyage et de vie						
Tax % applied – % de taxes appliquées						
Ontario				Applicable Taxes – Taxes applicables	\$0.00	
Total Estimated Cost – Coût total estimatif \$0.00						
<b>PART 3 – TA APPROVAL BY CANADA – PARTIE 3 – APPROBATION DE L'AT PAR LE CANADA</b>						
The Technical Authority (or delegated representative) is responsible for all matters concerning the technical content of the Work under this TA. Any proposed changes to the scope of the Work are to be discussed with the Technical Authority, but any resulting change is only effective and enforceable if a written TA amendment is issued by the Technical Authority or the PSPC Contracting Authority.						
Le responsable technique (ou son représentant) est responsable de toutes les questions concernant le contenu technique des travaux effectués dans le cadre de la présente AT. Toute modification proposée à la portée des travaux doit être discutée avec le responsable technique. Toutefois, toute modification qui en résulte n'est effective et exécutoire que si une modification d'AT écrite est émise par le responsable technique ou l'autorité contractante de SPAC.						
Name of Authorized Client Nom du client autorisé			Date (yyyy-mm-dd – aaaa-mm-jj)	Signature		
Name of Contracting Authority Nom de l'autorité contractante			Date (yyyy-mm-dd – aaaa-mm-jj)	Signature		
Name of TC Contracting Officer Nom de l'agent de négociation des contrats de TC			Date (yyyy-mm-dd – aaaa-mm-jj)	Signature		
<b>PART 4 – CONTRACTOR SIGNATURE – PARTIE 4 – SIGNATURE DU CONTRACTEUR</b>						
Name and Title of Individual authorized to sign on behalf of the Contractor Nom et titre de la personne autorisée à signer au nom de l'entrepreneur			Date (yyyy-mm-dd – aaaa-mm-jj)	Signature		

PART 5 – RESOURCE – PARTIE 5 – RESSOURCE				
A. Contractor Resource(s) – Ressource(s) du Contracteur				
Note : If resource is replaced, the original TA is valid – Si la ressource est remplacée, le TA d'origine est valide				
Name – Nom				
Start Date (yyyy-mm-dd) – Date de début (aaaa-mm-j)			End Date (yyyy-mm-dd) – Date de fin (aaaa-mm-j)	
PBPC Security File No. – No du dossier de sécurité SPAC			Attachments – Pièces jointes : <input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved	
Replacement Resource Ressource de remplacement	Start Date (yyyy-mm-dd) Date de début (aaaa-mm-j)	End Date (yyyy-mm-dd) Date de fin (aaaa-mm-j)	PBPC Security File No. No du dossier de sécurité SPAC	Attachments Pièces jointes
X				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved
X				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved
X				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved
Add a row – Ajouter une ligne				

## APPENDIX C TO ANNEX A

### RESOURCE 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.

#### 1.0 Mandatory Resource Assessment Criteria:

##### A.1 APPLICATION SOFTWARE ARCHITECT (LEVEL 3)

No.	Mandatory Resource Assessment Criteria	Met (Y/N)	Bidder's Response (Reference to Substantiating Materials Included in Bid)
<b>M1</b>	The proposed resource must have a minimum of 10 years of experience within the past 15 years as an Application/Software Architect providing at least 50% of the tasks identified in the Task Authorization Statement of Work.		
<b>M2</b>	The proposed resource must have experience of at least 1 year within the last 3 years in each of the technologies, software, tools, and methodologies identified in the Task Authorization Statement of Work.		

##### A.1 APPLICATION SOFTWARE ARCHITECT (LEVEL 2)

No.	Mandatory Resource Assessment Criteria	Met (Y/N)	Bidder's Response (Reference to Substantiating Materials Included in Bid)
<b>M1</b>	The proposed resource must have a minimum of 36 months of experience in the past 5 years as an Application/Software Architect providing at least 50% of the tasks identified in the Task Authorization Statement of Work.		
<b>M2</b>	The proposed resource must have experience of at least 1 year within the last 3 years in each of the technologies, software, tools, and methodologies identified in the Task Authorization Statement of Work.		

**A.7 PROGRAMMER ANALYST (LEVEL 3)**

No.	Mandatory Resource Assessment Criteria	Met (Y/N)	Bidder's Response (Reference to Substantiating Materials Included in Bid)
M1	The proposed resource must have a minimum of 10 years of experience within the past 15 years as a Programmer Analyst Architect providing at least 50% of the tasks identified in the Task Authorization Statement of Work.		
M2	The proposed resource must have experience of at least 1 year within the last 3 years in each of the technologies, software, tools, and methodologies identified in the Task Authorization Statement of Work.		

**A.7 PROGRAMMER ANALYST (LEVEL 2)**

No.	Mandatory Resource Assessment Criteria	Met (Y/N)	Bidder's Response (Reference to Substantiating Materials Included in Bid)
M1	The proposed resource must have a minimum of 36 months of experience in the past 5 years as a Programmer Analyst Architect providing at least 50% of the tasks identified in the Task Authorization Statement of Work.		
M2	The proposed resource must have experience of at least 1 year within the last 3 years in each of the technologies, software, tools, and methodologies identified in the Task Authorization Statement of Work.		

**A.12 WEB ARCHITECT (LEVEL 3)**

No.	Mandatory Resource Assessment Criteria	Met (Y/N)	Bidder's Response (Reference to Substantiating Materials Included in Bid)
M1	The proposed resource must have a minimum of 10 years of experience within the past 15 years as a Web Architect providing at least 50% of the tasks identified in the Task Authorization Statement of Work.		
M2	The proposed resource must have experience of at least 1 year within the last 3 years in each of the technologies, software, tools, and methodologies identified in the Task Authorization Statement of Work.		

**A.12 WEB ARCHITECT (LEVEL 2)**

<b>No.</b>	<b>Mandatory Resource Assessment Criteria</b>	<b>Met (Y/N)</b>	<b>Bidder's Response (Reference to Substantiating Materials Included in Bid)</b>
<b>M1</b>	The proposed resource must have a minimum of 36 months of experience in the past 5 years as a Web Architect providing at least 50% of the tasks identified in the Task Authorization Statement of Work.		
<b>M2</b>	The proposed resource must have at least 1 year one within the last 3 years in each of the technologies, software, tools, and methodologies identified in the Task Authorization Statement of Work.		



## APPENDIX D TO ANNEX A

### CERTIFICATIONS REQUIRED DURING THE CONTRACT PERIOD

The following Certifications must be signed and attached to the Contractor's quotation or resource proposal when it is submitted to Canada.

**Task Authorization Number:** \_\_\_\_\_

**Resource Name:** \_\_\_\_\_

#### 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. The Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization. The Contractor further agrees that it will re-imburse Canada the amounts invoiced for all work by a resource, if it is determined by Canada, during the period of the Contract or afterwards, that the resume is misrepresented.

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

\_\_\_\_\_  
Date

#### 2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

- a) 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.
- b) The Contractor certifies that it has accurately represented the employment commitments of every individual proposed to provide services under this Task Authorization and that such individuals will not perform work on any other contract(s) and/or Task Authorization(s) concurrently, except as disclosed in this certification. If the individual's employment commitments later change, the contractor will notify the Contracting Authority within 2 business days and will re-submit this certification for approval. Select one of the following:
- The Contractor certifies that every individual proposed will be working exclusively on this Task Authorization.
  - Some resource(s) will be working on other contracts and/or Task Authorizations during the period of this Task Authorization. The Contractor must complete and provide a signed Appendix E to Annex A, disclosing the information required by Canada for each resource that will be working on concurrent contracts and or task authorizations.

The Contractor must validate all information provided to Canada with respect to this certification directly with the resources and obtain written confirmation, signed by these individual(s). These signed confirmations must be retained and made available at the request of the Contracting Authority within 2 business days.

\_\_\_\_\_  
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 Task Authorization and to submit his/her résumé to Canada. At any time, 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 can result in a default under the Contract in accordance with the General Conditions.

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

\_\_\_\_\_  
Date

**4. CERTIFICATION OF LANGUAGE - ENGLISH**

The Contractor certifies that the proposed resource(s) is/are  
Fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

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

\_\_\_\_\_  
Date

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

**1. Professional Services**

In accordance with the provisions of the contract, the Contractor will be paid according to the fixed per diem rates all-inclusive lump sums for work performed under this contract (applicable taxes extra).

**INITIAL CONTRACT PERIOD:**

<b>Contract Period from Date of Contract award to one (1) year later</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
A.1 Application / Software Architect	3	To be entered at Contract Award
A.1 Application / Software Architect	2	To be entered at Contract Award
A.3 Programmer Analyst	3	To be entered at Contract Award
A.3 Programmer Analyst	2	To be entered at Contract Award
A.12 Web Architect	3	To be entered at Contract Award
A.12 Web Architect	2	To be entered at Contract Award

**OPTION PERIOD:**

<b>Option Period 1 from end of initial date to 6-Month period</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
A.1 Application / Software Architect	3	To be entered at Contract Award
A.1 Application / Software Architect	2	To be entered at Contract Award
A.3 Programmer Analyst	3	To be entered at Contract Award
A.3 Programmer Analyst	2	To be entered at Contract Award
A.12 Web Architect	3	To be entered at Contract Award
A.12 Web Architect	2	To be entered at Contract Award

### ANNEX C

## SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat T8080-230303
Security Classification / Classification de sécurité UNCLASSIFIED

#### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat T8080-230303
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : TC issued laptop to be used by contractor to work remotely (up to P/B).  
Ordinateur portable fourni par TC à utiliser par le contractant pour travailler à distance (jusqu'à P/B).

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

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

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

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).

## APPENDIX A TO ANNEX C

### SECURITY CLASSIFICATION GUIDE



#### Security Classification Guide for Contracts

The following security screening levels are required for the accompanying contract in accordance with the description of the tasks to be completed in the Statement of Work/Terms of Reference supplied to the Security in Contracts and Other Arrangements Program.

The completed Security Requirements Check List for this contract identifies more than one personnel security screening level under block 10 a).

Contract Number:	T8080-230303
Contract Title:	Application Services for Service and Digital Group

#### Required Security Screening Levels

A rationale is required if more than one level is required.

Level	Number Required	Rational
<input checked="" type="checkbox"/> Reliability Status	TBD	Required for resources that will require access to information up to Protected B.
<input type="checkbox"/> Site Access Status		
<input type="checkbox"/> Confidential		
<input checked="" type="checkbox"/> Secret	TBD	Required for resources that will require access to information classified as Secret and for those who will have IT privileged access to TC's systems.
<input type="checkbox"/> Top Secret		
<input type="checkbox"/> Site Access Clearance		

## **PART 8 – ATTACHMENTS, CERTIFICATIONS AND BIDDER'S RESPONSE**

This Part includes RFP attachments and certifications to be submitted with their bid.

### **Section I: Technical Bid**

- Attachment 8.1 – Bid Submission Form
- Attachment 8.2– Corporate Mandatory Technical Criteria
- Attachment 8.3 – Client Contact Reference Information

### **Section II: Financial Bid**

- Attachment 8.4 – Pricing Schedule

### **Section III: Certifications and Additional Information**

- Attachment 8.5 – Federal Contractors Program for Employment Equity – Certification

***Remark to Bidders: Part 8 will be deleted upon contract award.***



### ATTACHMENT 8.1 - 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".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>
<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 8.2 - CORPORATE MANDATORY TECHNICAL CRITERIA

No.	Corporate Mandatory Technical Criteria	Met (Yes/No)	Bidder's Response (Reference to Substantiating Materials Included in Bid)
<p><b>CM1</b></p>	<p><b>Bidder's Corporate Experience providing Informatic Professional Services Resources</b></p> <p>The Bidder must demonstrate using three (3) contract references, its experience providing Informatic Professional Services resources under the Task Based Informatics Supply Arrangement where each reference contract was active for a minimum of 1 year within the three (3) years preceding the solicitation issue date.</p> <p>To be accepted, each reference contracts must demonstrate the following:</p> <ul style="list-style-type: none"> <li>a) The client organization must not be a partner or a sub-contractor of the Bidder or any other entity that has an "at arm's length" relationship with the Bidder.</li> <li>b) Have been with a single client;</li> <li>c) Have a contract value, (including amendments), of at least 4 million CA (excluding taxes); and</li> <li>d) Have an initial contract period of a minimum one (1) year providing a minimum of six (6) resources billed during a same six (6) month period.</li> </ul> <p>For each reference contract, the following information should be provided in a Form CM1 (provided below).</p> <ul style="list-style-type: none"> <li>a) A copy of the original contract cover title page (plus any applicable amendment pages specific to contract value).</li> <li>b) The Bidder name and the Contract Reference.</li> <li>c) The name of the client organization.</li> <li>d) The contract name under which services were provided (if applicable).</li> <li>e) The full name and contact information (title, email address and telephone number) of the client representative.</li> <li>f) The start and end dates of the Contract Period, (including amendments).</li> <li>g) Contract value (including amendments and options); and</li> <li>h) Location of service delivery.</li> <li>i) Resource name, TBIPS category, billed six (6) month period (start/end date).</li> </ul>		
<p><b>CM2</b></p>	<p><b>Bidder's Corporate Experience supplying sought Applications Services Categories</b></p> <p>Using up to a maximum of four (4) contract references, the Bidder must demonstrate its experience supplying cumulatively, 7 000 billable days in Task Based Informatics Supply Arrangement, Applications Services subject core resource categories where each reference contract was active for a minimum of one (1) year within the three (3) years preceding the solicitation issue date.</p>		

No.	Corporate Mandatory Technical Criteria	Met (Yes/No)	Bidder's Response (Reference to Substantiating Materials Included in Bid)						
	<p>To be accepted, each reference contracts must demonstrate the following:</p> <ul style="list-style-type: none"> <li>a) Reference contract must demonstrate cumulative minimum of 1600 billed days against subject core resource categories</li> <li>b) The client organization must not be a partner or a sub-contractor of the Bidder or any other entity that has an "at arm's length" relationship with the Bidder</li> <li>c) Have been with a single client.</li> <li>d) Have a contract value, (including amendments), of at least 4 million de dollars CA (excluding taxes); and</li> <li>e) Have an initial contract period of a minimum one (1) year.</li> </ul> <p>The reference Contract(s) must demonstrate a cumulative total of minimum billed days in the subject core resource categories per the table below:</p> <table border="1" data-bbox="331 810 1015 1014"> <thead> <tr> <th>Resource Categories</th> <th>Minimum Billed Days</th> </tr> </thead> <tbody> <tr> <td>A.1. Application/Software Architect</td> <td rowspan="3">7000</td> </tr> <tr> <td>A.7. Programmer/Analyst</td> </tr> <tr> <td>A.12. Web Architect</td> </tr> </tbody> </table> <p>For each reference contract, the following information should be included in CM2 Forms (A, B).</p> <ul style="list-style-type: none"> <li>a) A copy of the original contract cover title page (plus any applicable amendment pages specific to contract value);</li> <li>b) The Bidder name and the Contract Reference.</li> <li>c) The name of the client organization.</li> <li>d) The contract name under which services were provided (if applicable).</li> <li>e) The full name and contact information (title, email address and telephone number) of the client representative.</li> <li>f) The start and end dates of the Contract Period, (including amendments).</li> <li>g) Contract Value. (Including amendments);</li> <li>h) Location of Service Delivery; and.</li> <li>i) TIBPS Applications Services resource category / billable days.</li> </ul> <p>Bidders must include a reference letter signed (digital signature permitted) by the client representative, verifying the billing information contained on CM2 Form (B provided below). Letter must include respective Total # of Billed Days per category, as well as contact information: name, title, telephone number and email address).</p>	Resource Categories	Minimum Billed Days	A.1. Application/Software Architect	7000	A.7. Programmer/Analyst	A.12. Web Architect		
Resource Categories	Minimum Billed Days								
A.1. Application/Software Architect	7000								
A.7. Programmer/Analyst									
A.12. Web Architect									
<b>CM3</b>	<p><b>Client Manager</b></p> <p>The Bidder must identify the proposed client manager that would be responsible for any resulting contract. The Client Manager identified must be or have been a Client Manager of one of the contracts identified in CM3.</p>								

No.	Corporate Mandatory Technical Criteria	Met (Yes/No)	Bidder's Response (Reference to Substantiating Materials Included in Bid)
	<p>The Bidder must provide a summary of the Client Manager's duties and responsibilities undertaken during the course of oversight of contract reference.</p> <p>The contract summary be signed (digital signature permitted) by client attesting to the information provided in the summary.</p>		
<b>CM4</b>	<p><b>Contract Summary</b></p> <p>The Bidder must provide one (1) written contract summary from one of the contracts identified in CM2 describing in detail the Bidder's current/previous experience in providing Applications Services in an IT environment.</p> <p>The contract summary be signed (digital signature permitted) by client attesting to the information provided in the summary.</p> <p>Within the Contract Summary provided, the Bidder must clearly indicate each of the following:</p> <ul style="list-style-type: none"> <li>a) The name of the client organization; and,</li> <li>b) A brief description of the services provided, including: <ul style="list-style-type: none"> <li>• contract/project objectives (SOW); and</li> <li>• needs and issues which necessitated the Bidder's contribution.</li> </ul> </li> <li>c) The extent to which the services were provided, number of resources, on-time, on-budget and in accordance with the established contract objectives.</li> </ul> <p>Note: Contract Summary should not exceed 2 pages.</p>		

<b>CORPORATE MANDATORY (CM) 1 FORM BIDDER'S EXPERIENCE</b>			
In accordance with the requirements of evaluation criteria CM1, provide the following information for each reference contract identified:			
Bidder Name		Contract Reference #	
SECTION 1: CLIENT INFORMATION			
Client Organization Name			
The Contract name under which services were provided (if applicable)			
Client Reference Name (Contract or Technical Authority)		Client Reference Title	
Client Reference Telephone #		Client Reference Email	
SECTION 2: CONTRACT INFORMATION			
Contract Period (Start and End Dates) – yyyy-mm-dd		Total Contract Value (excluding taxes)	
Location of Service Delivery			

<b>Form CM1: 6 resources billed during a <u>same</u> six (6) month period</b>		
Resource name (last, first)	TBIPS Category reference	Billing Period (start/end date (YYYY/MM/DD))

<b>CORPORATE MANDATORY (CM) 2 Form (A)</b>			
<b>BIDDER'S EXPERIENCE - Supplying Stream 1: Applications Services</b>			
In accordance with the requirements of evaluation criteria CM3, provide the following information for each Contract identified:			
Bidder Name		Contract Reference #	
SECTION 1: CLIENT INFORMATION			
Client Organization Name			
The Contract name under which services were provided (if applicable)			
Client Reference Name (Contract or Technical Authority)		Client Reference Title	
Client Reference Telephone #		Client Reference Email	
SECTION 2: CONTRACT INFORMATION			
Contract Period (Start and End Dates) - yyyy-mm-dd		Total Contract Value (excluding taxes)	
Location of Service Delivery			

<b>CORPORATE MANDATORY (CM) 2 Form (B)</b>	
<b>BIDDER'S EXPERIENCE - Supplying Stream 1: Applications Services</b>	
SECTION 3 CONTRACT BILLABLE DAY INFORMATION	
TBIPS Stream 1: Applications Services Category	Billed Days
<b>TOTAL BILLABLE DAYS</b>	

### ATTACHMENT 8.3 - CLIENT CONTACT REFERENCE INFORMATION

<b>Client reference Contact Information:</b>	
Name of client organization: _____	
Name of client: _____	
Client's title: _____	
Client telephone n°. _____	
Email address: _____	
<b>Contract Information:</b> The Bidder must provide with this Form a copy of the reference contract.	
Contract n°: _____	
Start date: _____ End date: _____	
Total contract value (excluding Applicable Taxes and not including amendments): _____	
Core categories provided: _____	
By signing below, the Bidder certifies that the information provided in this Form is accurate.	
<b>Signature of authorized representative of the Bidder:</b>	Name: _____ Title: _____ Signature: _____ Date: _____



### ATTACHMENT 8.4 - 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.

**Initial Contract Period:**

Date of Contract award to one (1) year later				
(A)	(B)	(C)	(D)	(E)
Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C X D)
A.1 Application / Software Architect	3	220	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.1 Application / Software Architect	2	220	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.7 Programmer Analyst	3	220	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.7 Programmer Analyst	2	220	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.12 Web Architect	3	220	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.12 Web Architect	2	220	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
<b>Total Price Initial Contract Period</b>				\$ _____ (To be entered by Bidder)

**Option Period:**

<b>Option Period 1</b>				
_____ to _____				
(A)	(B)	(C)	(D)	(E)
Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C X D)
A.1 Application / Software Architect	3	110	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.1 Application / Software Architect	2	110	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.7 Programmer Analyst	3	110	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.7 Programmer Analyst	2	110	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.12 Web Architect	3	110	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
A.12 Web Architect	2	110	\$ _____ (To be entered by Bidder)	\$ _____ (To be entered by Bidder)
<b>Total Price Option Period 1</b>				\$ _____ (To be entered by Bidder)
<b>Total Bid Price</b>				\$ _____ (To be entered by Bidder)
<b>(Initial Contract Period + Option Period 1)</b>				\$ _____ (To be entered by Bidder)

## ATTACHMENT 8.5 - 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).