

**REQUEST FOR PROPOSAL (RFP) – COVER SHEET  
TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

**BUSINESS SUPPORT RESOURCES  
DIGITAL PLATFORM FOR THE GRANTS AND CONTRIBUTIONS INFORMATION MANAGEMENT  
SYSTEM**

**Solicitation Number:** INFC-2024/25-PS5363

**Date of RFP:** 30 April 2024

**Procurement Officer:** Robert Labrie

**Address for proposal delivery: Bids must be sent via email only to:**

E-mail: [procurement-provisionnement@infc.gc.ca](mailto:procurement-provisionnement@infc.gc.ca)

**Bid Solicitation Closure:** 16 May 2024 @ 14:00 (2 PM) E.T.

Infrastructure Canada (INFC) is requesting proposals for business support services that are essential for designing, developing, testing and deploying a system that meets the needs and expectations of the stakeholders. The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met. One (1) contract will be awarded as a result of the evaluation of the responses to this RFP.

Neither the qualifying proposal that scores the highest points nor the one that contains the lowest cost will necessarily be accepted. INFC reserves the right to accept any proposal as submitted without prior negotiations.

This Request for Proposal consists of the following:

- This cover page
- Part 1 - GENERAL INFORMATION
- Part 2 - BIDDER INSTRUCTIONS
- Part 3 - BID PREPARATION INSTRUCTIONS
- Part 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION
- Part 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION
- Part 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS
- Part 7 – RESULTING CONTRACT CLAUSES
- Part 8 – ATTACHMENTS, CERTIFICATIONS AND BIDDERS' RESPONSE

**Bidder's Name and Address:**

**Telephone number:**

**E-mail:**

**Bidder's Signature:** The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies the content of the attached bidder's proposal is accurate. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood each and all terms and conditions in this RFP contained in the documents or incorporated by reference.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**TIER 1 BID SOLICITATION  
FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-  
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

**TESTER, LEVEL 3  
QUALITY ASSURANCE SPECIALIST/ANALYST, LEVEL 3  
BUSINESS ANALYST, LEVEL 3  
CHANGE MANAGEMENT CONSULTANT, LEVEL 3  
PROJECT MANAGER, LEVEL 3**

**FOR**

**INFRASTRUCTURE CANADA**

**Table of Contents**

PART 1 - GENERAL INFORMATION .....	5
1.1 Introduction.....	5
1.2 Summary.....	5
1.3 Debriefings.....	6
PART 2 - BIDDER INSTRUCTIONS .....	7
2.1 Standard Instructions, Clauses and Conditions.....	7
2.2 Submission of Bids.....	8
2.3 Enquiries - Bid Solicitation .....	8
2.4 Former Public Servant .....	8
2.5 Applicable Laws .....	9
2.6 Improvement of Requirement During Solicitation Period .....	10
2.7 Volumetric Data .....	10
2.8 Bid Challenge and Recourse Mechanisms.....	10
PART 3 - BID PREPARATION INSTRUCTIONS.....	11
3.1 Bid Preparation Instructions.....	11
3.2 Section I: Technical Bid .....	13
3.3 Section II: Financial Bid .....	14
3.4 Section III: Certifications.....	15
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	16
4.1 Evaluation Procedures.....	16
4.2 Technical Evaluation .....	16
4.3 Financial Evaluation .....	17
4.4 Basis of Selection .....	20
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....	21
5.1 Certifications Precedent to Contract Award and Additional Information .....	21
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS .....	22
6.1 Security Requirement .....	22
PART 7 - RESULTING CONTRACT CLAUSES .....	23
7.1 Requirement.....	23
7.2 Non-Disclosure Agreement.....	23

7.3	Professional Services - Task Authorization.....	23
7.4	Minimum Work Guarantee .....	25
7.5	Standard Clauses and Conditions .....	26
7.6	Security Requirement .....	27
7.7	Contract Period .....	27
7.8	Authorities.....	27
7.9	Proactive Disclosure of Contracts with Former Public Servants.....	28
7.10	Payment.....	28
7.11	Invoicing Instructions.....	30
7.12	Certifications and Additional Information .....	30
7.13	Federal Contractors Program for Employment Equity - Default by Contractor.....	30
7.14	Applicable Laws .....	31
7.15	Priority of Documents.....	31
7.16	Foreign Nationals (Canadian Contractor).....	31
7.17	Foreign Nationals (Foreign Contractor).....	31
7.18	Insurance Requirements .....	31
7.19	Limitation of Liability - Information Management/Information Technology .....	33
7.20	Joint Venture Contractor.....	34
7.21	Professional Services - General.....	35
7.22	Safeguarding Electronic Media .....	36
7.23	Reporting Requirements.....	36
7.24	Representations and Warranties.....	36
7.25	Government Property.....	37
7.26	Identification Protocol Responsibilities.....	37
7.27	Dispute Resolution .....	37
	<b>PART 8 – ATTACHMENTS, CERTIFICATIONS AND BIDDER’S RESPONSE.....</b>	<b>61</b>
	Section I: Technical Bid.....	61
	Section II: Financial Bid.....	61
	Section III: Certifications and Additional Information .....	61

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

Annex A, Statement of Work

- Appendix A to Annex A – Tasking Assessment Procedure
- Appendix B to Annex A – Task Authorization Form
- Appendix C to Annex A – Resources Assessment Criteria and Response Table
- Appendix D to Annex A – Certifications Required during the Contract Period
- Appendix E to Annex A – Disclosure of Resources Working on Multiple Contracts
- Appendix F to Annex A – Additional Financial Information for Proposed Resources

Annex B, Basis of Payment

Annex C, Security Requirements Check List

Annex D, Non-Disclosure Agreement

## **LIST OF INVITED FIRMS:**

ADGA GROUP CONSULTANTS INC.

AKKODIS CANADA INC.

APPTION CORPORATION

CISTEL TECHNOLOGY INC.

COMPUTACENTER CANADA INC.

HUBSPOKE INC.

LEVIO CONSEILS INC.

LIGHTNING TREE CONSULTING INC., BURBECK INC., AND P.G. RODLER CONSULTING IN JOINT VENTURE

MAPLESTREAM INC., COFOMO INC. IN JOINT VENTURE

MYTICAS CONSULTING INC.

NATTIQ INC.

NRNS INCORPORATED

PRICEWATERHOUSE COOPERS LLP

SOFTSIM TECHNOLOGIES INC.

TATO RECRUITING INC., S.I. SYSTEMS ULC, IN JOINT VENTURE

## 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;

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

**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 Infrastructure Canada 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 contract for two years.
- (c) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free-Trade Agreement, the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canadian Free Trade Agreement (CFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), the Agreement on Trade Continuity between Canada and the United Kingdom of Great Britain and Northern Ireland and the Canada-Korea Free Trade Agreement (CKFTA).
- (e) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractors Program for Employment Equity – Certification.
- (f) This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation across Canada, excluding locations within Yukon,

Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will be treated as a separate procurement, outside the resulting contract.

- (g) Only TBIPS SA Holders holding a TBIPS SA for Tier 1 at the time of bid closing, in all required categories in this solicitation and in the National Capital Region under the EN578-170432 series of SAs are eligible to compete.
- (h) The TBIPS SA EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (i) Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the National Capital Region under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a bid solicitation amendment *[insert names of Holders below]*:


- (j) SA Holders that are qualified 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.
- (k) The Resource Categories described below are required on an as-and-when-requested basis in accordance with the TBIPS SA Annex "A":

CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
A.11 Tester	Level 3	2
P.11 Quality Assurance Specialist/Analyst	Level 3	1
B.1 Business Analyst	Level 3	2
P.1 Change Management Consultant	Level 3	1
P.9 Project Manager	Level 3	1

**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 4 of Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days  
Insert: 180 days
- (f) 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 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. Certifications and securities required at bid closing are included.
2. Bids are properly signed and the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract is included.
4. 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) 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 five calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Former Public Servant

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

### (b) Definitions

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

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or



- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

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

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

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

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

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

**2.5 Applicable Laws**

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 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 bound sections as follows:
- (i) Section I: Technical Bid (one soft copy in PDF format).
  - (ii) Section II: Financial Bid (one soft copy in PDF format).
  - (iii) Section III: Certifications not included in the Technical Bid (one soft copy in PDF format).
  - (iv) Section IV: Signed cover page (one soft copy in PDF format).
- (b) Prices must appear in the financial bid only. No 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 a numbering system that corresponds to the bid solicitation.
  - (ii) Include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative.
  - (iii) Include a table of contents.
- (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:
- (i) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
  - (ii) 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.).
  - (iii) Bidders are requested to submit bids electronically.
- (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 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 client with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

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

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

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

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum

number of 100 billable days, the bidder may demonstrate that experience by submitting either:

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

that show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment 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 2 to Part 8, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirements, 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 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) **Point-Rated Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment 3 to Part 8, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirements, but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be rated accordingly. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 3 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.

- (iii) **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (1) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (2) a project must have commenced by the bid closing date; (3) each project description must include, at minimum, the name and either the telephone number or e-mail address of a client reference; and (4) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Annex A.
- (iv) **Client Reference Contact Information:**
- (A) In conducting its evaluation of the bids, Canada may, but will have no obligation to, request that a bidder provide client references. If Canada sends such a written request, the bidder will have two working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These client references must each confirm, if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 4 to Part 8.
- (B) The form of question to be used to request confirmation from client references is as follows:
- [Sample Question to Client reference: "Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"*
- Yes, the Bidder has provided my organization with the services described above.
- No, the Bidder has not provided my organization with the services described above.
- I am unwilling or unable to provide any information about the services described above.
- (C) For each client reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.
- Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its client and who is willing to act as a client reference. Crown references will be accepted.
- (v) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major clients, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 5 to Part 8. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, fixed, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

- (b) **Variation in Resource Rates By Time Period:** For any given category, where the financial tables provided by Canada allow different fixed rates to be charged for a category during different time periods:
- (i) the rate bid must not increase by more than 5% from one time period to the next, and
  - (ii) the rate bid for the same category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **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.
- (e) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Part 8 Attachment 7 Electronic Payment Instruments, to identify which ones are accepted. If Part 8 Attachment 7 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.4 Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of 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 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 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 2 to Part 8.
- (b) **Point-Rated Technical Criteria:**
  - (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
  - (ii) The rated requirements are described in Attachment 3 to Part 8.
- (c) **Resources evaluated at TA Stage:**

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

Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 –



Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix C of Annex A.

(d) **Reference Checks:**

- (i) Whether or not to conduct reference checks is discretionary. However, if 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 on the same day 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 five 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 five 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 five working days will not be extended to provide additional time for the new contact to respond.
- (iv) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (v) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference 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**

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) **10%** of the median, and an upper median rate to a value of plus (+) **20%** of the median. When an even number of technically responsive bids has 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.
- (c) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category, points will be allocated as follows:

- (i) A Bidder's proposed firm per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Resource Category will be allocated 0 points.
- (ii) A Bidder's proposed firm per diem rate falling within the upper and lower median band limits, for that period and Resource Category, will be allocated points using the following calculation, which will be rounded to two decimal places:

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

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

TABLE 1 - MAXIMUM POINTS ASSIGNED				
RESOURCE CATEGORIES	LEVEL OF EXPERTISE	FIRST YEAR OF CONTRACT	SECOND YEAR OF CONTRACT	TOTAL POINTS
A.11 Tester	Level 3	20	20	40
P.11 Quality Assurance Specialist/Analyst	Level 3	20	20	40
B.1 Business Analyst	Level 3	30	30	60
P.1 Change Management Consultant	Level 3	20	20	40
P.9 Project Manager	Level 3	30	30	60
<b>TOTAL:</b>		<b>120</b>	<b>120</b>	<b>240</b>
<b>PASS MARK:</b>		<b>160</b>		

- (d) **STEP 3 - FINANCIAL SCORE:** Points allocated under STEP 2 for each period and Resource Category will be added together and rounded to two decimal places to produce the Financial Score. Bidders that do not meet or exceed the pass mark will be declared non-responsive.
- (e) Bidders will find below an example of a financial evaluation.

TABLE 2 – EXAMPLE OF A FINANCIAL EVALUATION (Using a lower median band of 5% and an upper median band of 30%)							
Resource Category	Max. Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer	150 (75 pts per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
Project Manager	50 (25 pts per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
<b>TOTAL</b>	300						
<b>PASS MARK</b>	240						

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

For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$399.00 and higher median band limit would be \$546.00.

For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$427.50 and higher median band limit would be \$585.00.

For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$570.00 and higher median band limit would be \$780.00.

For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$589.00 and higher median band limit would be \$806.00.

For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$665.00 and higher median band limit would be \$910.00.

For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$760.00 and higher median band limit would be \$1,040.00.

**STEP 2 - Points Allocation**

**Bidder 1:**

Programmer Year 1 = 75 points (lowest rate within the lower and upper median band limits)

Programmer Year 2 = 75 points (lowest rate within the lower and upper median band limits)

Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits)

Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)

Project Manager Year 1 = 0 points (outside the lower or higher median band limits)

Project Manager Year 2 = 22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)

**Bidder 2:**

Programmer Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)

Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)

Business Analyst Year 1 = 50 points (lowest price within the lower and upper median band limits)

Business Analyst Year 2 = 48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)

Project Manager Year 1 = 23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)

Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)

**Bidder 3:**

Programmer Year 1 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)

Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)

Business Analyst Year 1 = 46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 50 pts)

Business Analyst Year 2 = 0 points (outside the lower or higher median band limits)

Project Manager Year 1 = 25 points (lowest price within the lower and upper median band limits)

Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)

**STEP 3 - Financial Score:**

Bidder 1:  $75 + 75 + 50 + 50 + 0 + 22.22 =$  Total Financial Score of 272.22 points out of a possible 300 points

Bidder 2:  $71.43 + 66.67 + 50 + 48.39 + 23.33 + 25 =$  Total Financial Score of 284.82 points out of a possible 300 points

Bidder 3:  $66.67 + 66.67 + 46.15 + 0 + 25 + 25 =$  Total Financial Score of 229.49 points out of a possible 300 points

Bidders 1 and 2 met or exceeded the pass mark of 240.

Bidder 3 did not attain the pass mark and is deemed non-responsive.

**4.4 Basis of Selection**

**4.4.1 Basis of Selection – Minimum Point Rating**

- (a) To be declared responsive, a bid must:
- (i) comply with all the requirements of the bid solicitation; and
  - (ii) meet all mandatory technical evaluation criteria; and
  - (iii) obtain the required minimum points for the technical evaluation criteria which are subject to point rating; and
  - (iv) obtain the required minimum points for the financial evaluation criteria.
- (b) Bids not meeting (i) or (ii) or (iii) or (iv) will be declared non-responsive. The responsive bid with the lowest total 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 6, 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 6, Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

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

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

### **6.1 Security Requirement**

- (a) At the date of bid closing, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses.
- (b) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (c) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) [REDACTED] (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 Infrastructure Canada.
- (c) **Reorganization of the Department:** 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 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

### 7.3 Professional Services - Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations must include the information, forms and certifications set out in Appendices A, B, C, D, E and F of Annex A.
- (c) **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 to 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 fixed 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.
- (d) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within five working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), a quotation with the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract, as well as its corresponding proposed resource(s) in accordance with Appendix A to Annex A of the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- (e) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- (i) To be validly issued, a TA must include the following signatures:
    - (A) the Technical Authority;
    - (B) the Contractor; and
    - (C) the Contracting Authority.
  - (ii) Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority.
- (f) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The



data must be submitted on a quarterly basis to the Technical Authority. From time to time, the Technical 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 Technical Authority no later than 10 calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as amended):

- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of each authorized task;
- (C) the name, category and level of each resource involved in performing the TA, as applicable;
- (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
- (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- (F) the start and completion date for each authorized task; and
- (G) the active status of each authorized task, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued TAs (as amended):

- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TAs; and
- (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TAs.

(g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

#### 7.4 Minimum Work Guarantee

(a) In this clause,

- (i) "**Maximum Contract Value**" means the amount specified in the "**Limitation of Expenditure**" clause set out in the Contract; and
- (ii) "**Minimum Contract Value**" means 5% of the Maximum Contract Value (excluding Applicable Taxes).

(b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.

Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract:
  - (i) for default;
  - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - (iii) for convenience within 10 business days of Contract award.

## 7.5 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 (2023-04-24), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Section 01 - Interpretation, of General Conditions 2035, is added with the following:

**“Actual Time Worked”** means time spent actively performing work, 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.

With respect to Section 06 - Subcontracts, of General Conditions 2035 is deleted and replaced with the following:

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - (b) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraph (a).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.
4. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must inform the Contracting Authority if, during the performance of any portion of the Work, a subcontractor is also performing work under other contracts or subcontracts with Canada.

Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters

or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, Subsection 4 is deleted and replaced with the following Subsections 4, 5 and 6:

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

## 7.6 Security Requirement

The following security requirements (SRCL Common #6 and related clauses provided by the Contract Security Program) as set out under Annex "B" to the Supply Arrangement EN578-170432, applies to and forms part of the Contract.

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

## 7.7 Contract Period

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

## 7.8 Authorities

- (a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: Infrastructure Canada  
Branch: \_\_\_\_\_  
Directorate : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

(b) **Technical Authority**

The Technical Authority for the Contract is:

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

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

(c) **Contractor's Representative**

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

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

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**7.10 Payment**

(a) **Basis of Payment**

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:**  
For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, 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 Fixed 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 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) four months before the contract expiry date, or
  - (C) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
- (i) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

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

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days, 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.

**7.11 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision and must show all applicable Task Authorization numbers.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide an electronic copy of each invoice and time sheet to the Technical Authority.

**7.12 Certifications and Additional Information**

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

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

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

#### 7.14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ *(insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*.

#### 7.15 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) General Conditions 2035 (2023-04-24), 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;
  - (v) Appendix E to Annex A - Disclosure of Resources Working on Multiple Contracts;
  - (vi) Appendix F to Annex A - Additional Financial Information for Proposed Resources;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any); and
- (g) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)* *(if the bid was clarified or amended, insert the time of contract award)*, as clarified on \_\_\_\_\_ "or" as amended \_\_\_\_\_. *(insert date(s) of clarification(s) or amendment(s) if applicable.)*

#### 7.16 Foreign Nationals (Canadian Contractor)

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

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

#### 7.17 Foreign Nationals (Foreign Contractor)

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

#### 7.18 Insurance Requirements

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

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

Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

- (iii) The Contractor should forward to the Contracting Authority within 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 Infrastructure 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 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 30 days written notice of cancellation.

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

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

to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.

- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
- (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
- In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) **Third Party Claims:**

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

**7.20 Joint Venture Contractor**

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:

***[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 solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

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

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

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

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

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

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract or in any Task Authorization 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 Reporting Requirements**

The Contractor must provide the reports as detailed in the Annex A – Statement of Work.

#### **7.24 Representations and Warranties**

The Contractor made statements regarding its own and its proposed resources' experience and expertise that resulted in the issuance of TAs. 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.

## 7.25 Government Property

Canada agrees to supply the Contractor with the equipment required to carry out the Work (the "**Government Property**"), as noted in Annex A, Statement of Work. The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

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

## 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. Organizational Background

The mission of Infrastructure Canada (INFC) is to improve the quality of life of Canadians by creating jobs and economic growth, supporting climate resilience, and building a stronger and more inclusive Canada. Infrastructure Canada makes significant investments in public infrastructure, builds public-private-partnerships, develops policies and delivers programs to improve the lives of all Canadians.

Infrastructure Canada is a Government of Canada department that:

- collaborates with all orders of government, Indigenous communities and other stakeholders to create world-class, modern public infrastructure;
- invests in infrastructure to foster more inclusive and sustainable Canadian communities, including public transit and efforts to prevent and eliminate chronic homelessness;
- conducts research and economic analysis and collects data to identify the priorities of communities and supports long-term planning toward a net-zero, low-carbon, and climate-resilient future;
- works with Crown agencies and the private sector to deliver major infrastructure projects, and leverages alternative financing and investment options, to promote economic growth; and
- supports climate-ready structural and natural infrastructure projects to mitigate the impacts of natural disasters triggered by climate change and help communities adapt and build resilience.

#### 2. Directorate of Information Management and Information Technology – Digital Solutions (IM/IT-DS)

INFC manages several programs with focus on facilitating investment in public infrastructure that benefits all Canadians as well as programs to provide direct funding to urban, Indigenous, rural and remote communities across Canada to help them address local homelessness needs.

The Digital Solutions Directorate is responsible for ensuring that all digital services related to the support of departmental programs are documented, developed, delivered and managed according to Government of Canada best practices. A new Cloud-Based Digital Platform has been implemented providing INFC with modern technology to manage the Grants and Contributions system. The continued aim is to improve the platform to provide an end-to-end positive user experience for both internal users and external stakeholders, applicants and recipients.

#### 3. Overview of Current Technical Environment

Following is a list, for information purposes, of the software applicable to this requirement.

a. *Platforms:*

- Microsoft Dynamics 365
- Microsoft Power Platform
- Microsoft Power Pages
- Microsoft Power Automate
- Microsoft 365 Eco System
- Microsoft Power BI
- Microsoft Azure Synapse

b. *Databases:*

- Microsoft DataVerse

- MSSQL
- Oracle DBMS
- c. *Programming Language:*
  - C#
  - Javascript/TypeScript
- d. *Public Cloud Provider:*
  - Microsoft Azure
- e. *Supporting Tools:*
  - Azure DevOps
  - Miro
  - Balsamiq
  - Visio

**4. Scope**

Requirements may include, but are not limited to:

- a. Implementation of approved business processes for INFC's Grants and Contributions Information Management System (GCIMS).
- b. Advice and guidance on functional design recommendations and emerging technologies.
- c. Translation of approved functional and business requirements into technical requirements and design specifications.
- d. Migration of legacy data and functionality to GCIMS.
- e. Quality Assurance and Testing of new and existing functionalities.
- f. Guidance and support to individuals and teams to help manage the changes as business processes are digitalized.

The Contractor's resources, with experience implementing and supporting Microsoft Dynamics solutions and associated business processes, will be required to support various requirements as identified in the applicable Task Authorization (TA).

**5. Resource Requirements**

Resource Category	Level of Expertise
A.11 Tester	Level 3
P.11 Quality Assurance Specialist/Analyst	Level 3
B.1 Business Analyst	Level 3
P.1 Change Management Consultant	Level 3
P.9 Project Manager	Level 3

**6. Tasks and Deliverables**

The TA will identify the required resource category, the applicable resource assessment criteria, and the required tasks, activities and deliverables to be completed by the individual resource within the scope of this Statement of Work.

The following outlines the key tasks for each of the stated resource categories.

### **A.11 Tester, Level 3**

In addition to the responsibilities associated with the resource category, and level, stipulated in the TBIPS SA, the Tester, Level 3 will be responsible for, but not limited to, the following tasks:

- a. Develop the test strategy and Master Test Plans.
- b. Lead testing efforts as defined in the testing strategy.
- c. Provide status reporting and share common problematic patterns with the Agile Team.
- d. Prepare reports on the effectiveness and any defects to the operation/engineering team.
- e. Implement and maintain automated testing framework for regression testing.

### **P.11 Quality Assurance Specialist/Analyst Level 3**

In addition to the responsibilities associated with the resource category, and level, stipulated in the TBIPS SA, the Quality Assurance Specialist/Analyst, Level 3 will be responsible for, but not limited to, the following tasks:

- a. Develop the test strategy.
- b. Lead development of test plans, test scripts and test data.
- c. Participate in functional and technical design reviews, perform integration/functional and system testing, and verify and publish test results.
- d. Identify edge cases and exception cases including the different permutations and combinations of scenarios that could cause issues.
- e. Identify and document software defects.
- f. Participate with other project resources to troubleshoot and resolve defects.
- g. Perform regression testing of software applications.
- h. Create and or execute automated test Suites/Cases.

### **B.1 Business Analyst, Level 3**

In addition to the responsibilities associated with the resource category, and level, stipulated in the TBIPS SA, the Business Analyst, Level 3 will be responsible for, but not limited to, the following tasks:

- a. Determine operational objectives by studying business functions, gathering information, and evaluating output requirements and formats.
- b. Ensure all documentation accurately reflects the current status of changes and outstanding issues so that business requirements are reflected in application features and functions.
- c. Write the details of the User Stories for Product Owner approval (e.g., Acceptance Criteria).
- d. Implement changes in the User Stories, Features etc. from Backlog Refinement meetings.
- e. Support a range of related deliverables as required (e.g., Journey Maps and Story Maps).
- f. Provide context and clarifications to the Agile Team throughout development and testing.
- g. Identify problems and write improved procedures.
- h. Prepare reports by collecting, analyzing, and summarizing information and trends.

### **P.1 Change Management Consultant, Level 3**

In addition to the responsibilities associated with the resource category, and level, stipulated in the TBIPS SA, the Change Management Consultant, Level 3 will be responsible for, but not limited to, the following tasks:



- a. Design and develop change management strategies and plans for digital transformation projects that maximize stakeholder adoption and usage of required changes.
- b. Support the design, development and management of key communication tools.
- c. Develop standardized training strategies that can be used and personalized by businesses to help make onboarding more seamless.
- d. Identify, analyze and prepare risk mitigation tactics and manage anticipated and persistent resistance.

### **P.9 Project Manager, Level 3**

In addition to the responsibilities associated with the resource category, and level, stipulated in the TBIPS SA, the Project Manager, Level 3 will be responsible for, but not limited to, the following tasks:

- a. Communicate with Agile Team, escalate impediments, help manage risk, and drive relentless improvement.
- b. Facilitate Product Increment (PI) Planning sessions.
- c. Keep track of decisions made, brings blockers to the appropriate escalation level, and clears the way so the team can deliver.
- d. Keep track and report on activities, sprint burndown and cadence.
- e. Facilitate sprint retrospective sessions and capture feedback.
- f. Create and execute project work plans and timelines and revise as appropriate to meet changing needs and requirements.
- g. Ensure documents are complete, current, and stored appropriately.

### **7. Location of Work**

The Contractor's resources will be required to work remotely or possibly onsite at INFC premises (180 Kent Street, Ottawa, ON). The location will be determined by the Technical Authority and identified in the Task Authorization.

INFC will provide the necessary equipment to the Contractor resources after the TA issuance. Electronic communication and storage of electronic files will be conducted on approved INFC systems and secured by using the GC Virtual Private Network (VPN) when required.

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

### **8. Language Requirements - English**

All deliverables must be submitted in the English language. All resources must be fluent in English. Fluent is defined as being able to communicate orally and in writing without any assistance and with minimal errors.

### **9. Progress Reporting**

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

- a. A copy of the Contractor's monthly time sheets.
- b. A summary of what was worked on.

- c. Problems encountered (including details) if tasks are not progressing in accordance with the schedule.
- d. Potential issues which are likely to cause problems related to the work required.

The Contractor must also provide quarterly reports as stated in Article 7.3(f) of the Contract.

#### 10. **Knowledge Transfer**

The Contractor resources will be required to continually provide knowledge transfer to INFC personnel assigned to the project. Knowledge transfer can be achieved through written instructions and documentation, demonstrations of specific functions or techniques as well as small, focused classroom sessions.

#### 11. **Accessibility at Infrastructure Canada**

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

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

#### 12. **Constraints**

Normal working hours are no earlier than 6:00 am to no later than 7:00 pm EST Monday through Friday (except for statutory holidays as defined by the province of work). Contractor resources will be expected to work 7.5 hours per day within these normal working hours, unless arrangements are made ahead of time with the Technical Authority. The Technical Authority may authorize additional hours of work in advance at the same rate as normal hours. For the duration of the Contract, all resources must be available to work outside normal hours as required.

During the performance of the work, resources must comply with INFC's internal security policies, directives, standards, and guidelines.

#### 13. **Technology Evolution**

The scope of the work in the draft Task Authorization requests will be adjusted to consider technology evolutions arising within the contract validity timeframe.

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

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

## APPENDIX A TO ANNEX A TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form, as well as its corresponding proposed resource(s). The quotation of rates must include projected profit and overhead cost estimate for each resource 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 five 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:
  - (i) indirect materials and supplies(\*);
  - (ii) indirect labour;
  - (iii) fringe benefits (the Contractor's contribution only);
  - (iv) public services expenses: expenses of a general nature such as power, heat, light, operation and maintenance of general assets and facilities;
  - (v) fixed/period charges: recurring charges such as property taxes, rentals and reasonable depreciation costs;
  - (vi) 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;

- (vii) selling and marketing expenses associated with the goods, services or both being acquired under the Contract;
- (viii) 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:
- a. 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, the Contractor must disclose the name of the subcontractor(s), including the resource's actual employer in Appendix E to Annex A.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. For any requirements that specify a particular time period (e.g., two 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.
  - f. 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 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 five 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 five 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 (TA)			
<b>Supplier's Name:</b>	<b>Contract Number:</b>		
<b>Address:</b>	<b>Fund Centre:</b>		
<b>Task Authorization Number:</b>	<b>Date:</b>		
<b>New TA (if applicable)</b>			
Limitation of Expenditure of the new Task (excluding Applicable Taxes) :	\$		
<b>TA Revision (if applicable)</b>			
TA Revision #:	Authorized Increase or Decrease (excluding GST/HST): \$		
TA Revision #:	Authorized Increase or Decrease (excluding GST/HST): \$		
TA Revision #:	Authorized Increase or Decrease (excluding GST/HST): \$		
TA Revision #:	Authorized Increase or Decrease (excluding GST/HST): \$		
TA Revision #:	Authorized Increase or Decrease (excluding GST/HST): \$		
Revised Limitation of Expenditure of the Task (excluding Applicable Taxes):	\$		
<b>Required Work (for completion by the Technical Authority)</b>			
<b>1. Description of the Work to Be Performed</b>			
<p><b>Description of any Deliverables Required:</b> (including the required format and media) (Describe any reporting obligations and deadlines for submitting the reports as they apply to the resulting contract.)</p>			
<b>2. Period of Services</b>	<b>From:</b>		<b>To:</b>
<b>3. Work Location:</b>			
<b>4. Travel Requirement:</b>	Yes	No	Specify:
<b>5. Other Conditions/Restrains:</b>	Yes	No	Specify:
<b>6. Contract Security Requirements</b>			
No			
Yes : Refer to the Security Requirements Checklist (SRCL) for this contract.			
Reliability Status	Secret	Top Secret	Other
<b>7. Language Requirement</b>			
<b>English and French</b>	<b>French</b>	<b>English</b>	

Remarks:

**TA Proposal** (for completion by the Supplier)

Submit your proposal for the performance of this work according to the provisions of the Task Authorization clause of the above-referenced contract.

**8. Cost Estimate**

Category, Level and Name of the Proposed Resource(s)	PSPC Security File Number	Per Diem Rate	Estimated # of Days	Estimated Cost
<b>Professional Services</b>	<b>Sum of Estimated Costs:</b>			
	<b>Applicable Taxes:</b>			
	<b>Estimated Total Cost of Professional Services:</b>			

## APPENDIX C TO ANNEX A

### RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization or when proposing resources 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.

#### Mandatory Resource Assessment Criteria

**Notes to Supplier:**

To be considered, each proposed resource:

- a. Must have obtained the required experience within the last 10 years prior to the date of Task Authorization issuance, unless otherwise specified in the particular criterion; and
- b. Must have worked on the referenced project for a minimum duration of six months.

**Table 1 – A.11 Tester, Level 3**

Resource Mandatory Evaluation Criteria	
<b>Resource Category</b>	A.11 Tester, Level 3
<b>Name of Proposed Resource</b>	<insert name>
M1	<p><b>Contractor Certification</b></p> <p>The Contractor must sign the following certifications for the proposed resource:</p> <p>1. The Contractor certifies that the proposed resource meets the minimum 10 years' experience as defined in the TBIPS SA for the resource category A.11 Tester, Level 3. The Contractor is aware that Canada reserves the right to verify this certification prior to, or after, contract award and that untrue statements may result in the proposal being declared non-compliant, or in other action which Canada considers appropriate.</p> <p>2. The Contractor certifies that the information provided regarding the proposed resource is fully accurate. Further, the Contractor acknowledges that Canada may provide the Client Contact(s), identified by the Contractor, with a copy of the information submitted by the Contractor (related to the applicable Reference Project only) for independent verification.</p> <p style="text-align: center;"> <span style="display: inline-block; width: 45%; border-bottom: 1px solid black; margin-bottom: 5px;"></span> <span style="display: inline-block; width: 45%; border-bottom: 1px solid black; margin-bottom: 5px;"></span> </p> <p style="text-align: center;"> <span style="display: inline-block; width: 45%; margin-right: 10px;">Name and Title of Authorized Representative</span> <span>Signature</span> </p> <p style="text-align: center;"> <span style="display: inline-block; width: 45%; border-bottom: 1px solid black; margin-bottom: 5px;"></span> </p> <p style="text-align: center;">Date</p>
M2	The Contractor must demonstrate that the proposed resource has a minimum of five years' experience leading the testing of software development or application maintenance.
	<b>Contractor Response/Cross Reference to Proposal:</b>



M3	The Contractor must demonstrate that the proposed resource has a minimum of five years' experience with all of the following: a. Writing and executing software test cases against requirements/user stories; and b. Writing manual or automated test cases; and c. Writing test summary reports; and d. Writing defect reports.
<b>Contractor Response/Cross Reference to Proposal:</b>	
M4	The Contractor must demonstrate that the proposed resource has a minimum of five years' experience maintaining automated testing framework.
<b>Contractor Response/Cross Reference to Proposal:</b>	
M5	The Contractor must demonstrate that the proposed resource has a minimum of five years' experience establishing software testing procedures for: a. Unit testing, and b. Integration testing; and c. Regression testing.
<b>Contractor Response/Cross Reference to Proposal:</b>	

**Table 2 – P.11 Quality Assurance Specialist/Analyst, Level 3**

Resource Mandatory Evaluation Criteria	
<b>Resource Category</b>	P.11 Quality Assurance Specialist/Analyst, Level 3
<b>Name of Proposed Resource</b>	<insert name>
M1	<p><b>Contractor Certification</b></p> <p>The Contractor must sign the following certifications for the proposed resource:</p> <ol style="list-style-type: none"> <li>The Contractor certifies that the proposed resource meets the minimum 10 years' experience as defined in the TBIPS SA for the resource category P.11 Quality Assurance Specialist/Analyst, Level 3. The Contractor is aware that Canada reserves the right to verify this certification prior to, or after, contract award and that untrue statements may result in the proposal being declared non-compliant, or in other action which Canada considers appropriate.</li> <li>The Contractor certifies that the information provided regarding the proposed resource is fully accurate. Further, the Contractor acknowledges that Canada may provide the Client Contact(s), identified by the Contractor, with a copy of the information submitted by the Contractor (related to the applicable Reference Project only) for independent verification.</li> </ol>

	Name and Title of Authorized Representative      Signature  _____
	Date
M2	The Contractor must demonstrate that the proposed resource has a minimum of five years' experience developing test strategies for software development and application maintenance.
	<b>Contractor Response/Cross Reference to Proposal:</b>
M3	The Contractor must demonstrate that the proposed resource has a minimum of five years' experience leading the testing and quality assurance of software development and application maintenance.
	<b>Contractor Response/Cross Reference to Proposal:</b>
M4	The Contractor must demonstrate that the proposed resource has a minimum of five years' experience conducting quality assurance testing of applications/components, recording results and evaluating them against the requirements/user stories.
	<b>Contractor Response/Cross Reference to Proposal:</b>

**Table 3 – B.1 Business Analyst, Level 3**

Resource Mandatory Evaluation Criteria	
<b>Resource Category</b>	B.1 Business Analyst, Level 3
<b>Name of Proposed Resource</b>	<insert name>
M1	<p><b>Contractor Certification</b></p> <p>The Contractor must sign the following certifications for the proposed resource:</p> <ol style="list-style-type: none"> <li>1. The Contractor certifies that the proposed resource meets the minimum 10 years' experience as defined in the TBIPS SA for the resource category B.1 Business Analyst, Level 3. The Contractor is aware that Canada reserves the right to verify this certification prior to, or after, contract award and that untrue statements may result in the proposal being declared non-compliant, or in other action which Canada considers appropriate.</li> <li>2. The Contractor certifies that the information provided regarding the proposed resource is fully accurate. Further, the Contractor acknowledges that Canada may provide the Client Contact(s), identified by the Contractor, with a copy of the information submitted by the Contractor (related to the applicable Reference Project only) for independent verification.</li> </ol> <p>_____      _____ Name and Title of Authorized Representative      Signature</p> <p>_____</p> <p>Date</p>

M2	The Contractor must demonstrate that the proposed resource has minimum of three years' experience facilitating Joint Application Development sessions with Business and IT Stakeholders to identify and develop requirements.
	<b>Contractor Response/Cross Reference to Proposal:</b>
M3	The Contractor must demonstrate that the proposed resource has a minimum of three years' experience translating functional and non-functional business requirements into deliverables such as: <ul style="list-style-type: none"> <li>a. Journey Mapping.</li> <li>b. Use Cases.</li> <li>c. Epics and User Stories.</li> <li>d. Business Requirements Documents.</li> <li>e. Process flow diagrams.</li> </ul>
	<b>Contractor Response/Cross Reference to Proposal:</b>

**Table 4 – P.1 Change Management Consultant, Level 3**

Resource Mandatory Evaluation Criteria	
<b>Resource Category</b>	P.1 Change Management Consultant, Level 3
<b>Name of Proposed Resource</b>	<insert name>
M1	<p><b>Contractor Certification</b></p> <p>The Contractor must sign the following certifications for the proposed resource:</p> <ol style="list-style-type: none"> <li>1. The Contractor certifies that the proposed resource meets the minimum 10 years' experience as defined in the TBIPS SA for the resource category P.1 Change Management Consultant, Level 3. The Contractor is aware that Canada reserves the right to verify this certification prior to, or after, contract award and that untrue statements may result in the proposal being declared non-compliant, or in other action which Canada considers appropriate.</li> <li>2. The Contractor certifies that the information provided regarding the proposed resource is fully accurate. Further, the Contractor acknowledges that Canada may provide the Client Contact(s), identified by the Contractor, with a copy of the information submitted by the Contractor (related to the applicable Reference Project only) for independent verification.</li> </ol> <p>_____</p> <p>Name and Title of Authorized Representative                      Signature</p> <p>_____</p> <p>Date</p>
M2	The Contractor must demonstrate that the proposed resource has experience in at least two digital transformation projects.



M3	The Contractor must demonstrate that the proposed resource has experience in managing a minimum of two projects where an Agile or Scaled Agile Software Development Methodology was employed to deliver a solution.
	<b>Contractor Response/Cross Reference to Proposal:</b>
M4	The Contractor must demonstrate that the proposed resource has experience in a minimum of two projects leading or facilitating working groups or brainstorming sessions to obtain consensus.
	<b>Contractor Response/Cross Reference to Proposal:</b>

## 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.

#### 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 Contract and 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 two business days and will re-submit this certification for approval. Initial the appropriate statement(s) below:
- \_\_\_\_The Contractor certifies that every individual proposed will be working exclusively on this Task Authorization.
  - \_\_\_\_The individual proposed to perform the work certifies that they will be working exclusively on this Task Authorization, and will advise the Contractor of any change in employment commitments.
  - \_\_\_\_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 by requesting these individual(s) to sign the signature block below.

The Contractor acknowledges that it is fully responsible and financially responsible for full reimbursement of all costs charged to Canada for this resource, if the resource requests hours

relating to this task authorization that have also been billed under any other contract or task authorization for the same hours.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of proposed 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

## APPENDIX E TO ANNEX A

### DISCLOSURE OF RESOURCES WORKING ON MULTIPLE CONTRACTS

This Appendix applies to all cases where any resource being proposed to provide services under the Task Authorization will be performing work on other contracts or task authorizations concurrently, including contracts issued by Canada to other vendors and contracts with entities other than the Government of Canada.

This disclosure must be signed and attached to the Contractor's quotation or resource proposal when it is submitted to Canada. The Contractor is required to submit one Appendix for each resource that will be working on other contracts or task authorization during the period of the Contract or Task Authorization.

<b>Resource Name :</b> <i>(Insert Name)</i>	
Contract #1: <i>(insert Contract number)</i>	
Task Authorization #: <i>(Insert the Task Authorization number)</i>	
Contractor / Employer	<i>(insert – e.g. ABC Inc.)</i>
Department	<i>(insert – e.g. Public Services and Procurement Canada)</i>
Description of the work	<i>(insert – e.g. Software Developer to support the development of the XYZ application)</i>
Period of services	<i>(insert - e.g. – April 1st, 2023 to March 31st, 2024)</i>
Level of effort	<i>(insert – e.g. 220 days)</i>
Schedule limitations (e.g. core hours)	<i>(insert – e.g. From Monday to Friday – between 6:00AM and 5:00 PM)</i>
Contract #2: <i>(insert Contract number)</i>	
Task Authorization #: <i>(Insert the Task Authorization number)</i>	
Contractor / Employer	<i>(insert – e.g. ABC Inc.)</i>
Department	<i>(insert – e.g. Public Services and Procurement Canada)</i>
Description of the work	<i>(insert – e.g. Software Developer to support the development of the XYZ application)</i>
Period of services	<i>(insert - e.g. – April 1st, 2023 to March 31st, 2024)</i>
Level of effort	<i>(insert – e.g. 220 days)</i>
Schedule limitations (e.g. core hours)	<i>(insert – e.g. From Monday to Friday – between 6:00AM and 5:00 PM)</i>

*(Add sections as necessary if the resource is working on more than two concurrent contracts)*

\_\_\_\_\_  
Print name and sign name of Contractor's Representative

\_\_\_\_\_  
Date



**APPENDIX F TO ANNEX A  
ADDITIONAL FINANCIAL INFORMATION FOR PROPOSED RESOURCES**

<b>Task Authorization #: (insert, if applicable)</b>										
<b>Contract #: (insert)</b>										
<b>Contractor Name: (insert)</b>										
Resource Name	Category	Level	Employee or subcontractor?	Subcontractor name(s) (if applicable) *	(A)	(B)	(C)	(D)	(E)	(F) = (A)+(B)+(C)+(D)+(E)
					Direct Labour Cost	Direct Material Cost	Other Direct Costs	Indirect Cost (Overhead)	Profit before taxes	Per Diem rate (All inclusive before taxes)
(e.g. John Smith)	(e.g. Project Manager)	2	Employee	N/A	\$300.00	\$0.00	\$0.00	\$100.00	\$100.00	\$500.00
(e.g. Jane Smith)	(e.g. Business consultant)	3	Subcontractor	XYZ inc.	\$475.00	\$0.00	\$0.00	\$100.00	\$175.00	\$750.00

\*In cases where there are multiple subcontracts (or layers of) involved in the provision of the resource, the Contractor must provide the name of all subcontractors (any tier). The costing details are only required for first-tier subcontractors, meaning the vendor(s) the Contractor subcontract the work to.

## ANNEX B BASIS OF PAYMENT

### Professional Services

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

### CONTRACT PERIOD:

Contract Period			
Category	Level of Expertise	Fixed Per Diem Rate	
		Contract Year 1	Contract Year 2
A.11 Tester	Level 3	\$	\$
P.11 Quality Assurance Specialist/Analyst	Level 3	\$	\$
B.1 Business Analyst	Level 3	\$	\$
P.1 Change Management Consultant	Level 3	\$	\$
P.9 Project Manager	Level 3	\$	\$

**ANNEX C**  
**SECURITY REQUIREMENTS CHECK LIST**

## ANNEX D NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between His Majesty the King in right of Canada, represented by the Minister of Infrastructure Canada and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

- Attachment 1 – Bid Submission Form
- Attachment 2 – Corporate Mandatory Technical Criteria
- Attachment 3 – Corporate Point-Rated Technical Criteria
- Attachment 4 – Client Contact Reference Information Form

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

- Attachment 5 – Pricing Schedule

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

- Attachment 6 – Federal Contractors Program for Employment Equity – Certification
- Attachment 7 – Electronic Payment Instruments

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

**ATTACHMENT 1 TO PART 8  
BID SUBMISSION FORM**

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

**Security Clearance Level of Bidder**

[include both the level and the date it was granted]

**[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]**

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

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

**Signature of Authorized Representative of Bidder**

## ATTACHMENT 2 TO PART 8 CORPORATE MANDATORY TECHNICAL CRITERIA

### Instructions to Bidders

1. In addition to the Bid Preparation Instructions stipulated in Part 3 of this solicitation and the Evaluation Procedures and Basis of Selection requirements described under Part 4 of this solicitation, the following information and instructions relate to the submission and evaluation of the mandatory and point-rated evaluation criteria contained in this solicitation.
2. Bidder must fully complete the mandatory and point-rated evaluation tables below for the Bidder itself. The Bidder must also provide the requested Client Reference Contacts with complete client information detailed in the Client Reference Contact Information Form (Attachment 4 to Part 8).
3. The Client Reference Contract(s) must have been contracted directly with the Bidder and not with the Bidder's subcontractor or affiliate. The client organization must not be a partner or sub-contractor of the Bidder or other entity that does not deal at arm's length with the Bidder.
4. It should be noted that cutting and pasting wording from the RFP and/or simply citing the experience does not constitute demonstration of the requirement. The Bidder must substantiate its response to the mandatory and point-rated criteria by providing a description including information that substantiates the experience claimed (refer to "Bidder Response/Cross Reference to Proposal" in the evaluation grids) (e.g., deliverable provided, tools used, method utilized, outcome achieved, etc.).
5. Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed in this Attachment 2 to Part 8. Proposals that meet all of the mandatory qualifications will be further evaluated against the rated evaluation criteria as detailed in Attachment 3 to Part 8.
6. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team.
7. To be considered, each Client Reference Contract provided must:
  - a. Have had a minimum contract duration of 12 months;
  - b. Have been completed within the five years preceding the issuance date of this solicitation, or if the Client Reference Contract is ongoing, have been in place for a minimum of 12 months preceding the issuance date of this solicitation; and
  - c. Include complete client information particulars listed under the Client Reference Contact Information Form (Attachment 4 to Part 8).

### **CM1 Corporate Experience**

The Bidder must provide a maximum of two Client Reference Contracts with a cumulative contract value of \$2M (Canadian, including taxes), where the Bidder was contracted to deliver IM/IT professional services addressing business support requirements that are essential for designing, developing, testing, and deploying a system that meets the needs and expectations of the stakeholders.

Of the (maximum) two Client Reference Contracts provided, the Bidder must have delivered:

- a. Grants and Contributions system(s) support; and
- b. Application Development, Application Maintenance or Application Support.

### **CM2 Placement Experience**

The Bidder must demonstrate, using a maximum of three Client Reference Contracts, that it has billed a minimum of 200 cumulative person days, for the provision of professional services, for each of the TBIPS Resource Categories and levels (or equivalent resource categories under a different title), identified in the



table below. For a non-TBIPS resource category, the billable hours must be for work performed that matches at least 70% of the TBIPS resource category tasks.

TBIPS Resource Category and Level	Number of Billed Days	Client Organization Name & Location	Contract Number	Resource Category Billed	Contract Period
e.g., Project Executive, Level 2	e.g., 100	e.g., Treasury Board Secretariat, NCR	e.g., 5512345	e.g., Senior Project Executive	e.g., Jan 2015 to March 2016
A.11 Tester, Level 3					
P.11 Quality Assurance Specialist/Analyst, Level 3					
B.1 Business Analyst, Level 3					
P.1 Change Management Consultant, Level 3					
P.9 Project Manager, Level 3					

**CM3 Corporate Resource Capability**

The Bidder must demonstrate experience providing all of the following five resource categories in IM/IT professional services, addressing business system requirements, through a maximum of three Client Reference Contracts.

- a. A.11 Tester, Level 3
- b. P.11 Quality Assurance Specialist/Analyst, Level 3
- c. B.1 Business Analyst, Level 3
- d. P.1 Change Management Consultant, Level 3
- e. P.9 Project Manager, Level 3

**ATTACHMENT 3 TO PART 8  
CORPORATE POINT-RATED TECHNICAL CRITERIA**

<b>Corporate Point-Rated Evaluation Criteria</b>			
	<b>Criteria</b>	<b>Max Points</b>	<b>Bidder Response/ Cross Reference to Proposal</b>
CR1	<p>Using any of the contracts provided in CM1 and CM3, the Bidder should demonstrate that the work included guiding and advising on the transformation of business processes using industry best practices.</p> <ul style="list-style-type: none"> <li>• 20 points per contract for a maximum of 60 points.</li> </ul>	/60	
CR2	<p>Using any of the contracts provided in CM1, CM2 and CM3, the Bidder should demonstrate that the work delivered included migration of platforms.</p> <ul style="list-style-type: none"> <li>• 20 points – The Bidder will receive 20 points for migration to Microsoft PowerPlatform and Dynamics 365, or</li> <li>• 10 points – The Bidder will receive 10 points for migration to Salesforce platform, or</li> <li>• 10 points – The Bidder will receive 10 points for migration to ServiceNow platform.</li> <li>• Maximum 40 points.</li> </ul>	/40	
CR3	<p>Using a maximum of two of the contracts provided in CM1, CM2 and CM3, the Bidder should demonstrate that the work delivered was for:</p> <ul style="list-style-type: none"> <li>• The Government of Canada – 20 points per contract.</li> <li>• Another level of government – 10 points per contract.</li> <li>• Private industry – 5 points per contract.</li> <li>• Maximum 40 points.</li> </ul>	/40	
	Maximum Score	140	
	Pass Mark	85	
	Bidder's Score		

**ATTACHMENT 4 TO PART 8**  
**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> If requested, the Bidder must provide a copy of the reference contract.	
Contract n°: _____	
Start date: _____ End date: _____	
Total contract value (excluding Applicable Taxes and not including amendments): _____	
Description of the Work Performed: _____	
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 5 TO PART 8  
PRICING SCHEDULE**

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

**Contract Period:**

<b>Contract Period Year 1</b>				
	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E)</b>
<b>Category</b>	<b>Level of Expertise</b>	<b>Estimated Number of Days</b>	<b>Firm Per Diem Rate</b>	<b>Total Cost (C x D)</b>
A.11 Tester	Level 3	440	\$	\$
P.11 Quality Assurance Specialist/Analyst	Level 3	220	\$	\$
B.1 Business Analyst	Level 3	440	\$	\$
P.1 Change Management Consultant	Level 3	220	\$	\$
P.9 Project Manager	Level 3	220	\$	\$
<b>Total Price Year 1</b>				<b>\$ &lt;TBD&gt;</b>

<b>Contract Period Year 2</b>				
	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E)</b>
<b>Category</b>	<b>Level of Expertise</b>	<b>Estimated Number of Days</b>	<b>Firm Per Diem Rate</b>	<b>Total Cost (C x D)</b>
A.11 Tester	Level 3	440	\$	\$
P.11 Quality Assurance Specialist/Analyst	Level 3	220	\$	\$
B.1 Business Analyst	Level 3	440	\$	\$
P.1 Change Management Consultant	Level 3	220	\$	\$
P.9 Project Manager	Level 3	220	\$	\$
<b>Total Price Year 2</b>				<b>\$ &lt;TBD&gt;</b>

<b>Total Bid Price (Contract Year 1 + Contract Year 2)</b>	<b>\$ &lt;TBD&gt;</b>
--	-----------------------

## ATTACHMENT 6 TO PART 8 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).

**ATTACHMENT 7 TO PART 8  
ELECTRONIC PAYMENT INSTRUMENT**

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

( ) Direct Deposit (Domestic and International).