



**REQUEST FOR PROPOSAL**

Proposal to: **Statistics Canada**

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

<b>Page 1 of 60</b>	
<b>Date of Solicitation:</b> May 31, 2024	
<b>Address inquiries to:</b>  MACS-Bids / SMC-Soumissions (STATCAN) <a href="mailto:statcan.macsbids-smcsoumissions.statcan@statcan.gc.ca">statcan.macsbids-smcsoumissions.statcan@statcan.gc.ca</a> Attn: Shuo Chen	
<b>Area code and Telephone No.</b>  (343) 573-8056	<b>Facsimile No.</b>  N/A
<b>Bid Receiving Destination:</b>  MACS-Bids / SMC-Soumissions (STATCAN) <a href="mailto:statcan.macsbids-smcsoumissions.statcan@statcan.gc.ca">statcan.macsbids-smcsoumissions.statcan@statcan.gc.ca</a> Attn: Shuo Chen	

**Instructions:**

Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

<b>Solicitation No:</b> J072737/A
<b>Solicitation closes</b>  At: 14:00 EST On: June 20, 2024
<b>Update: v1.1</b> June 6, 2024

<b>Name and title of person authorized to sign on behalf of bidder (type or print)</b>
<b>Name:</b>
<b>Title:</b>

<b>Delivery required</b>	<b>Delivery offered</b>
<b>Bidder Name and Address</b>	
<b>Facsimile No.:</b> <b>Telephone No.:</b>	
<b>Signature</b>	<b>Date</b>



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## PART 1 – GENERAL INFORMATION

### 1.1 INTRODUCTION

This bid solicitation J072737/A is divided into seven parts plus annexes and, attachments as follows:

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

**Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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:** includes the certifications to be provided;

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

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

The annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, and any other annexes.

### 1.2 SUMMARY

- 1) This bid solicitation is being issued to satisfy the requirement of Statistics Canada (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- 2) It is intended to result in the award of one (1) contract with a period from contract award date to March 31, 2025, plus a one-year irrevocable option allowing Canada to extend the term of the contract.
- 3) **Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)**

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two (2) or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/rea-ibd>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two (2) or more Indigenous businesses are compliant with the terms of this bid solicitation, the Contracting Authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.



If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two (2) compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the Contracting Authority.

- 4) There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "Security Requirement check lists" on PWGSC Website (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>).
- 5) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity – Certification."
- 6) The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

The Resource Category described below are required on an as and when requested basis in accordance the TBIPS Categories of Personnel Descriptions (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

Resource Category	Level of Expertise	Estimated Number of Resources Initial Period	Estimated Number of Resources Option Year 1
A.1 Application/Software Architect	3	2	2

- 7) All TBIPS SA Holders currently holding a TBIPS SA for Tier 1 under the EN578-170432 series of SAs and being qualified under the above Resource Category can compete, unless it would not be consistent with the business requirements of efficient operations. When a potential supplier is not sure if it is pre-qualified to bid, it may confirm with the Contracting Authority at any time prior to five (5) working days before the published bid closing date. In no circumstance will such a confirmation require Canada to extend a bid closing date.
- 8) SA Holders that 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.

### 1.3 DEBRIEFINGS

After contract award, 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 of 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

- 1) 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 (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- 2) 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.
- 3) 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.

Subsection 5.2 of [2003](#) Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** (d) in its entirety

**Insert:** (d) send its bid only to Statistics Canada's Bid Receiving Destination email address specified on page 1 of the bid solicitation;

Subsection 5.4 of [2003](#) Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** 60 days

**Insert:** 90 days

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): **Delete** "Public Works and Government Services Canada" and **Insert** "Statistics Canada". **Delete** "PWGSC" and **Insert** "StatCan".

#### Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, 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. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

## 2.2 SUBMISSION OF BIDS

- 1) Unless specified otherwise in the RFP, bids must be received by the **Bid Receiving Destination** email address identified by the date and time indicated on page 1 of the solicitation.
- 2) Bids must not be sent directly to the Contracting Authority. Canada will not be responsible for bids delivered to a different address. **Bids sent directly to the Contracting Authority will not be considered.**
- 3) Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- 4) More than one email can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened). Canada will take no responsibility if a bid is not received on time because the email was refused by a server for the following reasons:
  - The size of attachments exceeds 10 MB;
  - The email was rejected or put in quarantine because it contains executable code (including macros);
  - The email was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
  - Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the email.
- 5) It is strongly recommended that Bidders confirm with the Contracting Authority that their complete bid is received. For this same reason, it is recommended that in cases where more than one (1) email containing documents comprising the quote is submitted, the emails be numbered, and the total number of emails sent in response to the solicitation also be identified.
- 6) Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

## 2.3 ENQUIRIES – BID SOLICITATION

- 1) All enquiries must be submitted in writing to the Bid Receiving Destination email address (Attn: Contracting Authority) no later than five (5) working days before the bid closing date. Enquiries received after that time may not be answered.



- 2) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question 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

### 1) Information Required

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

### 2) 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.

### 3) 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 FPS 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 web sites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the Guide to the Proactive Publication of Contracts (<https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=32763>).

#### 4) Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

## 2.5 APPLICABLE LAWS

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

***Note to Bidders: A Bidder may, at its 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.***

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



## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

- 1) **Copies of Bid:** Bidders must provide their bids in **separately bound sections** as follows:
  - (i) Section I: Technical Bid: one (1) separate soft copy by e-mail in a “pdf” format;
  - (ii) Section II: Financial Bid: one (1) separate soft copy by e-mail in a “pdf” format;
  - (iii) Section III: Certifications and additional information not included in the Technical Bid: one (1) separate soft copy by e-mail in a “pdf” format;

**Prices must appear in the Section II: Financial Bid (one separate soft copy) only.** No prices must be indicated in any other sections of the bid. Failure to meet this request will result in all the affected bids being disqualified.

- 2) **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; and
  - (iii) Include a table of contents.
  - (iv) Soft copies will be accepted in any of the following electronic formats:
    - Portable Document Format .pdf

#### 3) **Submission of Only One Bid**

- (i) A Bidder, including related entities, will be permitted to submit only one (1) bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one (1) bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be “related” to a Bidder if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are “related persons” or “affiliated persons” according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. the entities otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.
- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

#### 4) **Joint Venture Experience**

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

Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a



period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third-party N, however, that experience cannot be used because the third-party N is not part of the joint venture that is bidding.

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

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

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

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

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

That show in total 100 billable days.

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

### 3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

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



## 2) Substantiation of Technical Compliance

The technical bid must substantiate the compliance of the Bidder and its products and services with the specific requirements described in Article 4.3 - Technical Evaluation, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s) but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the Bidder's responses column(s) in Article 4.3 - Technical Evaluation, 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.

- 3) **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 customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

## 3.3 SECTION II: FINANCIAL BID

### 1) Pricing

Bidders must submit their financial bid in accordance the Pricing Schedule provided in Attachment 3.2 of this bid solicitation. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive price in each cell requiring an entry in the pricing tables. Currency must be identified by the Bidder when filling the pricing tables, otherwise Canada will treat it as Canadian currency (CAD) by default.

- (i) Canadian-based bidders must submit firm prices, Canadian customs duties included, and Applicable Taxes excluded.
- (ii) foreign-based bidders must submit firm prices, Canadian customs duties and Applicable Taxes excluded. Canadian customs duties payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

**All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

The all-inclusive price must be inclusive of all payrolls, overhead costs, administration disbursements (e.g., internal business services, invoicing, timesheets, travel coordination, reporting, and other ancillary services to administer the contract, etc.), profits, and any other costs required for the Contractor to complete the work under any resulting contract. **Note: the all-inclusive price must not be quoted as a range.**

**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.



2) **Electronic Payment of Invoices - Bid**

Direct Deposit (Domestic and International) is encouraged to be accepted for payment of invoices. However, acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3) **Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**3.4 SECTION III: CERTIFICATIONS**

Bidders are to submit the certifications required under Part 5 that have not been included in the Technical Bid.



**ATTACHMENT 3.1 – BID SUBMISSION FORM**

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



<b>security clearance is not valid for the Bidder.]</b>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ol>	
<b>Signature of Authorized Representative of Bidder</b>	



**ATTACHMENT 3.2 – PRICING SCHEDULE**

The Bidder must complete this pricing schedule and include it in its financial bid.

In respect of the “Level of Effort” listed below (in Column B), the Estimated Days is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

	Quoted All-inclusive Per Diem Rate <sup>[1]</sup>	Level of Effort (Estimated Days)	Total
Resource Category	A	B	C = A x B
<b>Initial Contract Period: Contract Award to March 31, 2025</b>			
A.1 Application/Software Architect, Level 3		140	
<b>Initial Contract Period</b>			
<b>Option 1 Period: April 1, 2025 to March 31, 2026</b>			
A.1 Application/Software Architect, Level 3		140	
<b>Option 1 Period</b>			
<b>Sub-Total</b>			
(Initial Contract Period + Option 1 Period)			

<sup>[1]</sup> **Variation in Resource Rates by Time Period:** The financial table allows different firm rates to be charged during different time periods:

- i. the rate bid during any subsequent time period(s) must not be lower than the rate bid for the previous time period(s)

**Note:** Applicable taxes will be included in the resulting contract (if applicable) but will not be used for financial evaluation purpose.





## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

- 1) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 2) An evaluation team composed of representatives of StatCan 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.
- 3) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of evaluation” in [2003](#), Standard Instructions - Goods or Services - Competitive Requirements:
    - A. verify any or all information provided by the Bidder in its bid; or
    - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 BASIS OF EVALUATION

- 1) Evaluation is based on a “rules of evidence” approach, such that the bid is the sole demonstration of the Bidder’s capacity to fulfill the requirement, as described within this RFP. No prior knowledge of or experience with the Bidder on the part of the Statistics Canada evaluation team will be taken into consideration.
- 2) To meet the requirements described herein, the experience of the Bidder must be work for which the Bidder provided services to clients exterior to the Bidder’s own organization. Internal business development projects will not be accepted.

### 4.3 TECHNICAL EVALUATION

#### 1) **Mandatory Corporate Criteria (MC)**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bid proposals that do not comply with either of the mandatory requirements will be considered non-responsive and be disqualified.

Bid proposals must demonstrate compliance with all the following mandatory criteria and must provide the necessary documentation to support compliance. Bidders are requested to complete



and submit with their bid proposals the chart below, identifying where in their bid submission the evidence can be found.

MC#	Description	<i>To be completed by Bidder (including the proposal page number)</i>
MC1	<p>The Bidder must demonstrate that it cumulatively billed the following minimum number of person days for Informatics Professionals providing Application Services:</p> <p>Minimum number: 500 billed days in total. The 500 days must be for the following TBIPS Resource Category:</p> <ul style="list-style-type: none"> <li>• A.1 Application/Software Architect</li> </ul> <p>For the reference contract to be considered:</p> <ol style="list-style-type: none"> <li>1. The reference contract must have been contracted directly with the bidder, and not with the bidder’s subcontractor or affiliate.</li> <li>2. The contract must be with the Bidder directly and not with a partner or subcontractor of the Bidder or other entity that does not have an “at arm’s length” with the Bidder.</li> <li>3. The tasks and activities completed by the Informatics Professional must closely align (70%) with the tasks and activities listed in the Statement of Work (see Annex A).</li> <li>4. The following information must be included:               <ol style="list-style-type: none"> <li>a. The name (first and last) of the resource that was billed under the contract;</li> <li>b. The total number of days billed for the specific resource and category under the contract;</li> <li>c. The name of the client organization and the project;</li> <li>d. Contract number;</li> <li>e. The period of the contract, i.e., start and end dates (MM/YY);</li> <li>f. Description of the work performed by the Bidder.</li> </ol> </li> </ol>	



<b>MC2</b>	<p>The Bidder must demonstrate that it has been awarded and performed at least one (1) reference contract providing services supporting software/application development and integration with cloud technologies, for a <b>Web Content Management solution implementation</b> (see Annex A – Statement of Work for more information).</p> <p>The work performed must include:</p> <ul style="list-style-type: none"> <li>• standardize, streamline and simplify web;</li> <li>• eliminate the need to support multiple publishing tools;</li> <li>• help ensure consistency in published content;</li> <li>• help with keeping up with the latest web standards;</li> <li>• correct improper coding, and protect the integrity of websites;</li> <li>• simplify the publishing of static content;</li> <li>• allow for the implementation of workflow rules to help with content maintenance from creation to publishing;</li> <li>• allow for the definition of rules for who can edit, review or publish content;</li> <li>• allow for versioning control, including possibility of quick rollback if needed.</li> </ul> <p>The reference contract identified must:</p> <ol style="list-style-type: none"> <li>1. Have been with a single client;</li> <li>2. Have a minimum value of \$500,000 CAD excluding applicable taxes;</li> <li>3. Have an initial minimum contract period of 1 year;</li> <li>4. Have been completed or ongoing for a minimum of six (6) months in in the last five (5) years preceding the issuance date of this RFP.</li> </ol> <p>The Bidder must provide the following customer reference contact information:</p> <ol style="list-style-type: none"> <li>1. Name of client/company which the work was performed;</li> <li>2. Title of the project;</li> <li>3. Email address;</li> <li>4. Telephone Number.</li> </ol>	
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2) **Rated Corporate Criteria (RC)**

The Bidder meeting all above Mandatory Corporate Criteria will be evaluated and point rated against the following Rated Corporate Criteria, using the evaluation factors and weighting indicators specified for each criterion. The Bidder who fails to obtain the minimum points specified below will be declared non-responsive.

Bid proposals must demonstrate how the Rated Corporate Criteria is met and provide the necessary documentation to support in order to be scored.

**Maximum rated corporate points:** 40 points  
**Minimum points:** 75% of total points = 30 points



RC#	Description	Rating Criteria (0 points if not mentioned specifically)
RC1	<p>The Bidder demonstrates that it has been awarded and performed reference contract(s) for Public Sector clients (i.e., federal, provincial or territorial/ municipal organizations), or corporations of 5,000 employees or more, where the Bidder was contracted to deliver IM / IT professional services.</p> <p>To be considered, each of the reference contracts must have:</p> <ol style="list-style-type: none"> <li>a minimum contract duration of twelve (12) months.</li> <li>been performed within the 36 months preceding the issuance date of this RFP.</li> <li>a minimum cumulative billed value of \$500,000 CAD (calculated as of the closing date of the RFP, excluding taxes)</li> </ol> <p>In addition to the above, the Bidder must provide a summary of contract particulars, including but not limited to:</p> <ol style="list-style-type: none"> <li>the name of the client organization.</li> <li>the contract numbers.</li> <li>a description of the services provided.</li> <li>the name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> <li>the contract award date.</li> <li>the contract expiry date.</li> <li>the dollar value of the contract.</li> <li>the categories and number of resources provided.</li> <li>A total of billable invoices as of the closing date of this RFP.</li> </ol> <p>Bidders are reminded that a Supply Arrangement or Standing Offer is not a contract and therefore any reference to this type of document will not be accepted for the purpose of evaluating contract experience. For example, if the Bidder references it's TBIPS SA number such as EN578-170432/XXX/EL for the purpose of demonstrating experience under the evaluation criteria, Canada will disregard this experience because it does not relate to a specific contract.</p>	<p><b>Maximum Points: 20 points</b></p> <ul style="list-style-type: none"> <li>1 to 2 contracts = 5 points</li> <li>3 to 4 contracts = 10 points</li> <li>5 to 6 contracts = 15 points</li> <li>7+ contracts = 20 points</li> </ul>



RC#	Description	Rating Criteria (0 points if not mentioned specifically)
RC2	<p>The Bidder demonstrates its billable days experience in excess of the minimum billable days in MC1.</p> <p>The Bidder's demonstrated "Total Billable Days" provided in response to MC1 will be used to evaluate this criterion.</p>	<p><b>Maximum Points: 20 points</b></p> <ul style="list-style-type: none"> <li>• 501 to 1,000 days = 10 points</li> <li>• 1,001 to 2,500 days = 14 points</li> <li>• 2,501+ days = 20 points</li> </ul>
<p><b>Maximum Points = 40</b> <b>Minimum Required Points = 30 / 40</b></p>		

### 3) Reference Checks

- (i) In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a Bidder provide customer references. If Canada sends such a written request, the Bidder will have two (2) working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by Canada, the facts identified in the Bidder's bid proposal.
- (ii) The form of question to be used to request confirmation from customer references is as follows:
 

"Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"

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

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

I am unwilling or unable to provide any information about the services described above.
- (iii) For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.
- (iv) If a reference check is performed, Canada will conduct the reference check in writing by e-mail.
- (v) If Canada does not receive a response from the contact person within the five (5) working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- (vi) 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.
- (vii) Points will not be allocated and/or a Bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a



mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

- (viii) 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.

#### 4.4 FINANCIAL EVALUATION

The financial evaluation will be conducted using the prices proposed in the Attachment 3.2 – Pricing Schedule. Only the bids that are determined technically responsive will be conducted in financial evaluation.

SACC *Manual* Clause [A0220T](#) (2014-06-26) Evaluation of Price – Bid

**The total maximum budget is \$368,000.00 (including the option year), applicable taxes are extra. Finance proposals exceeding this maximum budget will be screened out for this solicitation.**

Applicable taxes are included in the resulting contract but are not used for financial evaluation purpose.

#### 4.5 BASIS OF SELECTION

##### Highest Rated Within Budget

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all mandatory corporate criteria; and
- c) obtain the minimum required points for the rated corporate criteria.

Bids not meeting a) or b) or c) will be declared non-responsive. The responsive bid with **the highest rated points will be recommended for award of a contract**, provided that the total evaluated price does not exceed the maximum budget available for this RFP. In the event of identical technical scores occurring, the bid with **the lowest total price will be recommended for award of a contract**.

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



## PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the contract.

### 5.1 CERTIFICATIONS REQUIRED WITH BID

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

#### 1) Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration form for procurement (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf>), to be given further consideration in the procurement process.

#### 2) Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<https://www.tpsgc-pwgsc.gc.ca/esc-src/communiquer-contact-eng.html>), Canadian domestic bidders must provide a completed Contract Security Program Application for Registration (AFR) form (<https://www.tpsgc-pwgsc.gc.ca/esc-src/directives-guidance-eng.html>) to be given further consideration in the procurement process.

Foreign bidders should complete the Initial International Security Screening (IISS) form ([https://canadabuys.canada.ca/sites/default/files/webform/tender\\_notice/5848/initial\\_international\\_security\\_screening\\_form.pdf](https://canadabuys.canada.ca/sites/default/files/webform/tender_notice/5848/initial_international_security_screening_form.pdf)), instead of an AFR. Otherwise the process for foreign suppliers is the same as for domestic suppliers.

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



## 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder 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 that time period will render the bid non-responsive.

### 1) **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" list available from Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.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](#)" 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](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex 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 annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.





## ATTACHMENT 5.1 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>).

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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- 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).



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

### **6.1 SECURITY REQUIREMENT**

- 1) Prior to the contract award, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
- 2) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<https://www.tpsgc-pwgsc.gc.ca/esc-src/communiquer-contact-eng.html>) website.
- 3) 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

- 1) TBD at Contract Award (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- 2) **Client(s)**: Under the Contract, the "Client" is Statistics Canada.
- 3) **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- 4) **Defined Term** : 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. Also, the following words and expressions have the following meaning:
  - (i) Any reference to an Identified User is a reference to the Client.
  - (ii) "deliverable" or "deliverables" includes all documentation outlined in this Contract
  - (iii) "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 7.2 TASK AUTHORIZATION (“TA”)

- 1) **As and When Requested Task Authorizations**: The Work or a portion of the Work to be performed under the Contract 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.
- 2) **Form and Content of Task Authorization**
  - (i) The Project Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix A to Annex A.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable:
    - A. a task number;
    - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - C. the details of any financial coding to be used;
    - D. the category of resources and the number required;
    - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - F. the start and completion dates;



- G. milestone dates for deliverables and payments (if applicable);
- H. the number of person-days of effort required;
- I. whether the work requires on-site activities and the location;
- J. the language profile of the resources required;
- K. the level of security clearance required of resources;
- L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- M. any other constraints that might affect the completion of the task.

- 3) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Project Authority, within three (3) working days of receiving the draft Task Authorization: (or within any longer time period specified in the draft TA), 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. 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.

4) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations**

To be validly issued, a TA must include the Contracting Authority's signature.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Project Authority's ability to issue TAs at any time, or reduce the dollar value threshold; any suspension or reduction notice is effective upon receipt.

5) **Periodic Usage Reports**

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- (ii) The quarterly periods are defined as follows:
  - A. April 1 to June 30;
  - B. July 1 to September 30;
  - C. October 1 to December 31; and
  - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten (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 the task;
  - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
  - D. the total estimated cost specified in the TA (applicable taxes extra);
  - E. the total amount (applicable taxes extra) expended to date;
  - F. the start and completion date; and
  - G. the active status, 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 (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the Contractor for all validly issued TAs; and
  - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.

- 6) **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

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

### 7.3 MINIMUM WORK GUARANTEE

- 1) In this clause,
  - (i) "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
  - (ii) "Minimum Contract Value" means 5% of the Maximum Contract Value on the date the contract is first issued.
- 2) 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 3), subject to sub-article 4). 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.
- 3) 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 cost of the Work performed.
- 4) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract:



- (i) for default.
- (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
- (iii) for convenience within ten business days of Contract award.

## 7.4 STANDARD CLAUSES AND CONDITIONS

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

### 1) General Conditions

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

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

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue 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.

## 7.5 SECURITY REQUIREMENT

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. J072737-A

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, **PWGSC**.
- 3. The Contractor **MUST NOT** utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.



4. Processing of PROTECTED materiel electronically with the Contractor's IT equipment and/or systems is **NOT** permitted under this Contract. The use of personal devices to connect to or conduct any activity on GC networks and GC furnished IT equipment is strictly prohibited.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, **PWGSC**.
6. The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - b) Contract Security Manual (Latest Edition).

## 7.6 CONTRACT PERIOD

- 1) **Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends March 31, 2025; and
  - (ii) the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- 2) **Option to Extend the Contract**
  - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **one (1) additional one-year period** under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

## 7.7 AUTHORITIES

### 1) Contracting Authority

The Contracting Authority for the Contract is:

Shuo Chen  
Coordinator, Acquisitions and Contracts  
Procurement, Systems and Controls Division  
Statistics Canada  
Address: 150 Tunney's Pasture Driveway, Ottawa ON K1A 0T6  
Telephone: 343-573-8056  
E-mail address: [shuo.chen@statcan.gc.ca](mailto:shuo.chen@statcan.gc.ca)

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

### 2) Project Authority *(To be inserted at Contract Award)*

The Project Authority for the Contract is:



Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project 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.

### 3) Contractor's Representative

*Note to Bidders: The Contractor's Representative, Contracting Authority, Project Authority and contact information will be identified at the time of contract award.*

## 7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

## 7.9 PAYMENT

### 1) Basis of Payment

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ \_\_\_\_\_

- (ii) Pre-Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

- (iv) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different





rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- (v) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

## 2) **Limitation of Expenditure – Cumulative Total of all Task Authorizations**

- (i) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties 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 (4) months before the contract expiry date, or
  - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
- (iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

## 4) Time Verification

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

## 5) No Responsibility to Pay for Work not performed due to Closure of Government Offices



- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 7.10 INVOICING INSTRUCTIONS

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

Each invoice must be supported by:

- (i) the Task Authorization (TA) number, the cost per participant and associated fixed rates;
- (ii) any other documents or information as requested by the Project Authority or as specified in the Contract.

- 2) Invoices must be distributed as follows:

- (i) One (1) electronic copy must be forwarded to the following address for certification and payment.

Email: [financecounter@statcan.gc.ca](mailto:financecounter@statcan.gc.ca)

- (ii) One (1) electronic must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

- 3) 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.

## 7.11 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

## 7.12 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC), 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](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-)" (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance->



[assessment.html#h2.06](#)). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.13 APPLICABLE LAWS

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

### 7.14 PRIORITY OF DOCUMENTS

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

- 1) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- 2) General Conditions [2035](#) (2022-12-01);
- 3) Annex A, Statement of Work, including its Appendices as follows;
  - (i) Appendix A to Annex A - Task Authorization (TA) Form;
  - (ii) Appendix B to Annex A – Resource Evaluation Criteria;
- 4) Annex B, Basis of Payment;
- 5) Annex C, Security Requirements Check List (SRCL);
- 6) the signed Task Authorizations including any required Certifications ; and
- 7) the Contractor's bid dated [ ] [insert date of bid], as amended [ ] [*insert date(s) of amendment(s) if applicable*].

### 7.15 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

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

### 7.15 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

### 7.16 INSURANCE REQUIREMENTS

- 1) Compliance with Insurance Requirements
  - (i) The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
  - (ii) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
  - (iii) The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of



Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

2) Commercial General Liability Insurance

- (i) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (ii) The Commercial General Liability policy must include the following:
  - A. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - B. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - C. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - D. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - E. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - F. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - G. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - H. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - I. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - J. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - K. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - L. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - M. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

3) Errors and Omissions Liability Insurance

- (i) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (ii) If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.



(iii) The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## 7.17 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT / INFORMATION TECHNOLOGY

- 1) 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.
- 2) 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 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 in any way relating to the Contract, including:
    - 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 paragraph (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 backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

### 3) 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, 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 paragraph (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 3).

## 7.18 JOINT VENTURE

- 1) The Contractor confirms that the name of the joint venture is and that it is \_\_\_\_\_ comprised of the following members: *[list the joint venture members named in the contractor's initial bid]*
- 2) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - (i) *TBD at Contract Award if Applicable* 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.
- 3) 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.
- 4) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 5) 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.
- 6) 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.*

## 7.19 PROFESSIONAL SERVICES – GENERAL

- 1) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- 2) 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 Project Authority within ten (10) working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- 3) In General Conditions [2035](#), the Section 08 titled "Replacement of Specific Individuals" is **deleted** and the following **applies instead**:

### **Replacement of Specific Individuals**

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

**The replacement must have qualifications and experience that meet the Appendix B to Annex A – Resource Evaluation Criteria.**

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - A. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
  - B. assess the information provided under 3) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Project Authority. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 3) (ii) (A) above, or require another replacement in accordance with this sub article 3).

Where an Excusable Delay applies, Canada may require 3) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

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



- (v) To facilitate new or replacement resource assessment after the contract award (TA stage), the Contractor must submit a response using the tables as per the Appendix B to Annex A – Resource Evaluation Criteria. 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 the assessor can verify this information. Only the specific answer should be provided.

## 7.20 SAFEGUARDING ELECTRONIC MEDIA

- 1) 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.
- 2) 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.

## 7.21 REPRESENTATIONS AND WARRANTIES

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

## 7.22 ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

## 7.23 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:

- 1) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative 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;





- 2) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- 3) 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.
- 4) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority, and twenty (20) working days to rectify the underlying problem.
- 5) 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.

#### 7.24 DISPUTE RESOLUTION

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

#### 7.25 CONTRACT ADMINISTRATION

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.



## ANNEX A - STATEMENT OF WORK

### SW 1 TITLE

Architecture/Software Services for the Drupal Web Content Management System (WCMS) platform

### SW 2 BACKGROUND

At Statistics Canada (StatCan), our web presence has become the backbone of our successful dissemination activities serving a wide audience with a large spectrum of information, products, and services. Our corporate brand is strong, and a vast majority of our users are coming back and reporting high task completion and satisfaction rates. The Drupal WCMS is a key technology used in support of our web presence. This WCMS has quickly become an enabler in providing an improved and more interactive user experience.

#### New Dissemination Model

The New Dissemination Model (NDM) will provide StatCan with improved Statistical dissemination, revision and correction processes while also providing the public with greater satisfaction and task completion success. To achieve these objectives, the New Dissemination Model will offer an improved website structure and navigation strategies, a simplified and coherent product line, the provision for self-serve data easily findable and downloadable as well as the establishment of a single-output database driving dynamically generated data tables. The new model will be supported by a new output metadata framework which will tie into the agency's overall metadata strategy.

#### Web Content Management System Implementation

Disseminating content to StatCan websites currently requires a significant amount of effort and monopolizes a significant number of resources. In order to streamline the process of creating, managing and publishing Web content, StatCan has made a long-term investment in the implementation of a Web Content Management System (WCMS) at the Enterprise level.

Some of the goals of the WMCS are to:

- standardize, streamline and simplify web publishing at Statistics Canada;
- eliminate the need to support multiple publishing tools;
- help ensure consistency in published content;
- help with keeping up with the latest web standards;
- correct improper coding, and protect the integrity of websites;
- simplify the publishing of static content;
- allow for the implementation of work flow rules to help with content maintenance from creation to publishing;
- allow for the definition of rules for who can edit, review or publish content;
- allow for versioning control, including possibility of quick rollback if needed.

Key projects leveraging Drupal WCMS at StatCan are:

- StatCan blog
- My StatCan
- StatCan chat with an Expert
- StatCan static web content
- Innovation Channel
- Media Calendar
- Feedback Portal



- Question of the month
- Real Time Remote Access
- RDC Portal / MAP
- Drupal migration
- Navigation App
- ORPS
- CCEI
- QoL

**SW 3 OBJECTIVES**

Statistics Canada (StatCan) – Digital Solutions Field – Analytics, Dissemination and Corporate Products Division (ADCPD) requires the IT Professional Services of Application/Software Architects (TBIPS Category A.1), Level 3, specializing in the Drupal Web Content Management System (WCMS) platform.

The Contractor will provide architecture & programming services for the ADCPD technical team leads and their staff involved in the development, support and maintenance of the WCMS programming framework. The Contractor will help technical team leads and teams to perform project tasks and increase the level of maturity of the team, the tools and the associated processes.

The focus of the contract includes:

- Increasing the maturity of the processes and technologies supporting StatCan Drupal WCMS;
- Stabilizing the StatCan Drupal WCMS Architecture to support more content and more components;
- Developing and integrating new components of the StatCan Drupal WCMS to support new requirements;
- Increasing the skill and knowledge of StatCan staff.

**SW 4 SCOPE**

The IT Professional Services will be required to prepare and submit various deliverables related to and that integrate with the StatCan Drupal WCMS framework. These deliverables, tasks and/or activities as well as their schedule, content and format, will be identified in Task Authorizations. Task Authorizations will be issued when resources are required.

Resource Category	Level of Expertise	Estimated Number of Resources Initial Period	Estimated Number of Resources Option Year 1
A.1 Application/Software Architect	3	2	2

**SW 5 TASKS**

Throughout the requirement for professional services, the contractor’s responsibilities will include but are not limited to the following:

**Project Planning and Architecture**

- Collaborate with stakeholders to understand project requirements, goals, and constraints.
- Develop comprehensive project plans and technical architectures for Drupal-based solutions.
- Provide recommendations on technology stack, module selection, and system architecture to ensure scalability, performance, and security.



### **Development and Customization**

- a. Lead the development and customization of Drupal modules, themes, and features.
- b. Implement best practices for Drupal development, including coding standards, version control, and deployment processes.
- c. Ensure adherence to Drupal coding standards and security practices.

### **Technical Guidance and Mentorship**

- a. Act as a subject matter expert on Drupal, providing guidance and mentorship to junior developers and team members.
- b. Conduct code reviews and provide constructive feedback to ensure quality and consistency in codebase.

### **Performance Optimization and Scalability**

- a. Identify and address performance bottlenecks in Drupal applications through optimization techniques and caching strategies.
- b. Implement solutions to ensure scalability and high availability of Drupal-based systems.

### **Security and Compliance**

- a. Implement security best practices to safeguard Drupal applications against vulnerabilities and threats.
- b. Ensure compliance with relevant regulations and standards, where applicable.

### **Documentation and Knowledge Sharing**

- a. Document technical designs, configurations, and processes to facilitate knowledge transfer and future maintenance.
- b. Conduct training sessions and workshops to share expertise and best practices with the team.

### **Deliverables**

- a. Detailed project plans and technical architecture documents.
- b. Developed and customized Drupal modules, themes, and features.
- c. Codebase adhering to Drupal coding standards and best practices.
- d. Performance optimization and scalability enhancements.
- e. Security implementations and compliance measures.
- f. Documentation of technical designs and configurations.
- g. Training materials and knowledge sharing sessions.

## **SW 6 TECHNICAL REQUIREMENTS**

GoC and Departmental standards with respect to Official Language, Accessibility, WET 4, Usability (CLF), security and interoperability are required to be met when applicable. The accessibility standards mentioned are outlined in the Guidance on Implementing the Standard on Web Accessibility - Canada.ca (<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/guidance-implementing-standard-web-accessibility.html>).

Technologies and tools used at Statistics Canada include but are not limited to:

### **Server Environments**

- VMWare
- Linux Redhat



### **Tools and Development Environment**

- PHP, Javascript/Jquery, CSS, HTML5,
- Drush, bash,
- Atom, NetBeans, PHPStorm
- Virtual box
- Docker, Kubernetes, Terraform, Helm
- WxT (<https://www.drupal.org/project/wxt>) Drupal 8 distribution
- WetKit (<https://www.drupal.org/project/wetkit>) Drupal distribution

### **Database**

- MySQL
- PostgreSQL

### **Workstation Technology**

- Windows 10
- IE
- Linux
- Chromium

### **Source Control**

- Git, Git hub, Gitlab, SVN
- JIRA for bug tracking and confluence for documentation

## **SW 7 OTHER TERMS AND CONDITIONS**

### **SW 7.1 Contractors' Obligations**

In addition to the obligations outlined in Section 5 of this Statement of Work, the Contractor must:

- keep all documents and proprietary information confidential;
- return all materials belonging to StatCan upon completion of the Contract;
- submit all written reports in hard copy and electronic Microsoft Office Word format;
- attend meeting with stakeholders, if necessary;
- participate in teleconferences, as needed;
- attend meeting at StatCan sites, if required; and/or
- Maintain all documentation in a secure area

### **SW 7.2 Reporting Requirements**

- The Contractor shall provide weekly status reports to the Project Authority detailing progress of assigned work, including but not limited to activities and accomplishments for that week, and any issues and risks that may be experienced, as well as work planned for the next period and associated project deliverables;
- The Contractor shall provide other ad hoc written or oral status updates upon request from the Project Authority in relation the project;
- The Contractor shall immediately report to the Project Authority any risks and issues which are affecting progress of the work and, in the opinion of the Contractor, require escalation to resolve



### SW 7.3 Departmental Support (StatCan)

- Provide access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- Provide access to facilities and equipment (i.e., a workstation with a computer and associated equipment etc.);
- Provide access to a staff member who will be available to coordinate activities;
- Provide comments on draft reports within five (5 working days) and/or,
- Provide other assistance or support.

### SW 8 LOCATION OF WORK

The work will be performed in hybrid style setting. Unless otherwise stated, the Contractor's resource can telework by connecting remotely using StatCan provisioned hardware and software, however the personnel and devices must be located within the geographical boundaries of Canada.

By the Project Authority's discretion, and as requested on "as and when" basis, the Contractor's resource may be required to work on site at the following StatCan's premise:

- Statistics Canada, 170 Tunney's Pasture Driveway, Ottawa ON K1A 0T6

The Contractor's resource shall be responsible for all costs related to his/her own personal expenses. StatCan is not responsible for the Contractor's travel and associated costs between the Contractor's business facility and StatCan's facilities above.

### SW 9 LANGUAGE OF WORK

The work must be conducted in English and French for all assessment tools. The final report can be delivered in English. No translation is required. The Contractor's resource must be bilingual in each language at the Intermediate Level.

### SW 10 DIRECTIVE ON THE USE OF DEEMED EMPLOYEES

The *Statistics Act* allows for the use of the services of persons or incorporated Contractors, federal public servants from other departments as well as provincial public servants to carry out or perform work related to the act. When acting in such a capacity - usually for a defined period of time and on a specific project - these persons are deemed to be employed under the act and, therefore, have the status of deemed employees' while performing these services.

Before being provided access to confidential information, there are four critical steps that must be completed by all deemed employees. They must:

1. obtain the required security screening level - a minimum 'Reliability Status' level is mandatory for all deemed employees who require access to protected information
2. swear or affirm the Oath (or Affirmation) of Secrecy required by the *Statistics Act*
3. acknowledge in writing that they have read and understood sections 17(1), 30 and 34 of the *Statistics Act* and any documentation related to specific Statistics Canada policies and practices
4. acknowledge (in writing) having received and read the [Values and Ethics Code for the Public Sector](#), [Statistics Canada's Code of Conduct](#) and the [Policy on Conflict of Interest and Post-Employment](#).

For more detailed information on deemed employees, consult the [Directive on the Use of Deemed Employees](#).



## SW 11 STATISTICS CANADA NETWORKS

Statistics Canada (Statcan) is a federal government Agency of approximately 5,500 employees. About 80% of the employees are located at the Agency's Headquarters site at Tunney's Pasture in Ottawa. The remaining 20% are located in nine regional office sites across Canada.

The Agency maintains two separate networks. A secure network (Network A) is prohibited from connection to public communications facilities and is permitted to process data that is confidential under the Statistics Act. An accessible network (Network B) permits public access under controlled conditions but there is no processing of confidential data. Both LAN A and LAN B use Ethernet technology with speeds of 10-100 megabits for users and 100 megabits or 1 Gigabit for servers.

To provide communications services between all STC offices across Canada, StatCan maintains a wide area network on both Network A and Network B (WAN A and WAN B). On WAN A all transmissions are hardware encrypted. WAN B makes extensive use of firewalls and screening routers and has interfaces to external networks such as the Internet and Secure Channel/SCNet. Confidential data may only be transmitted or received on Network B using procedures specifically approved for that purpose (encryption is required). A store-and-forward service for secure transfer of mail and other data between the two networks is provided.



**APPENDIX A TO ANNEX A - TASK AUTHORIZATION (TA) FORM**

<b>TASK AUTHORIZATION (TA) FORM</b>				
Contractor		Contract Number		
Commitment #		Financial Coding		
Task Number (Amendment)		Issue Date	Response Required By:	
<b>Statement of Work (Work Activities, Tasks and Deliverables)</b>				
<b>Period of Services</b>		<b>From (Date):</b>	<b>To (Date):</b>	
<b>Work Location</b>				
<b>Language Requirements</b>				
<b>Other Conditions/Constraints</b>				
<b>Level of Security Clearance Required for the Contractor Personnel</b>				
<b>Basis of Payment</b>				
<b>Contractor's Response</b>				
Category and Name of Proposed Resource	PWGSC Security File Number	Per Diem Rate	Estimated # of Days	Total Cost
				Estimated Cost
				Applicable Taxes
				Maximum TA Price
<b>Contractor's Signature</b>				
Name, Title and Signature of Individual Authorized to Sign on behalf of <b>Contractor</b> (type or print)		Signature		
Name: Title:		Date		
<b>Approval – Contracting Authority</b>				
Name, Title and Signature of Individual Authorized to Sign on behalf of <b>Statistics Canada</b> (type or print)		Signature		
Name: Title:		Date		
You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.				





## APPENDIX B TO ANNEX A – RESOURCE EVALUATION CRITERIA

**For Proposed Resource(s):** The Contractor must include résumés for the resource(s) as identified in the following Resource Evaluation Criteria. The Contractor 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:

- 1) 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. If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has the exclusive permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Contractor must provide a written confirmation, signed by the individual, of the exclusive permission given to the Contractor and of his/her availability.
- 2) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of the resource evaluation. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Contractor must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- 3) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of the resource evaluation and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued.
- 4) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
- 5) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the Contractor 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.
- 6) For work experience to be considered by Canada, the Contractor must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.



**Mandatory Resource Criteria (MR)**

#	Description
<b>MR1</b>	<p>The Contractor's proposed resource must have a minimum of seven (7) years of cumulative and relevant experience as a software Architect for Open-Source web applications.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>
<b>MR2</b>	<p>The Contractor's proposed resource must have a minimum of ten (10) years of cumulative and relevant experience, as described in the Statement of Work (see Annex A), gathering and analyzing requirements.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>
<b>MR3</b>	<p>The Contractor's proposed resource must have a minimum of ten (10) years of experience developing internal and external websites and web applications for clients with over 5,000 users.</p> <p>The above-mentioned experience must be within fifteen (15) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>
<b>MR4</b>	<p>The Contractor's proposed resource must have a minimum of eight (8) years of experience building content management systems for municipal, or provincial governments, or the federal government of Canada, or corporations of 5,000 employees or more, using Open-source software solutions.</p> <p>The above-mentioned experience must be within twelve (12) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>



<p><b>MR5</b></p>	<p>The Contractor's proposed resource must have a minimum of two (2) years of using Octopus Deploy (or similar tools) to deploy development, testing and production environments to Kubernetes.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>
<p><b>MR6</b></p>	<p>The Contractor's proposed resource must have experience implementing mobile web solutions that are WCAG AA compliant, on at least three (3) projects within the last 36 months.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>
<p><b>MR7</b></p>	<p>The Contractor's proposed resource must have one of the following:</p> <ul style="list-style-type: none"> <li>• A minimum of a three-year college diploma (Computer Science or other IT related fields; or</li> <li>• A university degree at the Bachelor or higher level in Information Technology (Computer Science or Engineering) or other IT related fields</li> </ul> <p>obtained through:</p> <ul style="list-style-type: none"> <li>• a recognized Canadian University or College (<a href="https://www.canada.ca/en/employment-social-development/programs/designated-schools.html">https://www.canada.ca/en/employment-social-development/programs/designated-schools.html</a>);</li> <li>• an equivalent Canadian academic credential assessment, if obtained outside Canada</li> </ul> <p>A copy of the college diploma, university degree or certification must be provided as proof.</p>
<p><b>MR8</b></p>	<p>The Contractor's proposed resource must have a minimum of seven (7) years of experience architecting a publishing solution composed of multiple inter-dependant and inter-connected Drupal applications acting as a single system, for municipal, or provincial governments, or the federal government of Canada, or corporations of 5,000 employees or more.</p> <p>The above-mentioned experience must be within ten (10) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>



<p><b>MR9</b></p>	<p>The Contractor’s proposed resource must have a minimum of four (4) years of experience architecting a publishing system for municipal, or provincial governments, or the federal government of Canada, or corporations of 5,000 employees or more, using Drupal Open-source technology and tailored to meet very strict publication time constraints.</p> <p>The above-mentioned experience must be within seven (7) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>
<p><b>MR10</b></p>	<p>The Contractor’s proposed resource must have a minimum of four (4) years of experience extending Drupal’s standard workflows, permission system, creating custom validation constraints plugins and Symfony event subscribers to apply strict business rules to editorial workflows and customize user access controls for projects in municipal, or provincial governments, or the federal government of Canada, or corporations of 5,000 employees or more.</p> <p>The above-mentioned experience must be within seven (7) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>
<p><b>MR11</b></p>	<p>The Contractor’s proposed resource must have minimum of four (4) years of experience architecting and developing a server-side PDF file generation web service as part of a publishing system workflow.</p> <p>The above-mentioned experience must be within seven (7) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ul style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ul>

The Contractor’s proposed resource meeting all above Mandatory Resource Criteria will be evaluated and point rated against the following Rated Resource Criteria, using the evaluation factors and weighting indicators specified for each criterion. The Contractor’s proposed resource who fails to obtain the minimum points specified below will be declared non-responsive.

Proposals must demonstrate how the Rated Resource Criteria is met and provide the necessary documentation to support in order to be scored.



**Maximum rated resource points:** 140 points  
**Minimum points:** 60% of total points = 84 points

**Rated Resource Criteria**

RR#	Description	Rating Criteria (0 points if not mentioned specifically)
RR1	<p>The Contractor demonstrates that the proposed resource has experience developing Government of Canada websites and web applications that conform to the Government of Canada Standard on Web Accessibility, the Standard on Web Usability, and the Standard on Web Interoperability.</p> <p>At least 50% of the experience must be within ten (10) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ol style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ol>	<p><b>Maximum 20 points</b></p> <ul style="list-style-type: none"> <li>• Less than 1 year = 0 point</li> <li>• 1-2 year = 5 points</li> <li>• 3-5 years = 10 points</li> <li>• 6-9 years = 15 points</li> <li>• 10+ years = 20 points</li> </ul>
RR2	<p>The Contractor demonstrates that the proposed resource has project experience developing web applications with user access and editorial controls designed to meet requirements for Protected B or equivalent.</p> <p>Protected B information or equivalent refers to “Information where unauthorized disclosure could cause serious injury to an individual, organization or government”.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ol style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ol>	<p><b>Maximum 20 points</b></p> <ul style="list-style-type: none"> <li>• Less than 1 year = 0 point</li> <li>• 1-2 years = 5 points</li> <li>• 3-4 years = 10 points</li> <li>• 5-6 years = 15 points</li> <li>• 7+ years = 20 points</li> </ul>



<p><b>RR3</b></p>	<p>The Contractor demonstrates that the proposed resource has experience architecting solutions for dissemination of data in a statistical or research-based environment.</p> <p>The above-mentioned experience must be within seven (7) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ol style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ol>	<p><b>Maximum 20 points</b></p> <ul style="list-style-type: none"> <li>• Less than 1 year = 0 point</li> <li>• 1-2 years = 10 points</li> <li>• 3-4 years = 15 points</li> <li>• 5+ years = 20 points</li> </ul>
<p><b>RR4</b></p>	<p>The Contractor demonstrates that the proposed resource has experience implementing SOLR Open-source search technology.</p> <p>The above-mentioned experience must be within ten (10) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ol style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ol>	<p><b>Maximum 20 points</b></p> <ul style="list-style-type: none"> <li>• Less than 1 year = 0 point</li> <li>• 1-2 years = 5 points</li> <li>• 3-4 years = 10 points</li> <li>• 5-6 years = 15 points</li> <li>• 7+ years = 20 points</li> </ul>
<p><b>RR5</b></p>	<p>The Contractor demonstrates that the proposed resource has experience using the Rust programming language in specific project(s).</p> <p>The above-mentioned experience must be within seven (7) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ol style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ol>	<p><b>Maximum 20 points</b></p> <ul style="list-style-type: none"> <li>• Less than 1 year = 0 point</li> <li>• 1-2 years = 10 points</li> <li>• 3-4 years = 15 points</li> <li>• 5+ years = 20 points</li> </ul>
<p><b>RR6</b></p>	<p>The Contractor demonstrates that the proposed resource has experience customizing TBS internet page templates to meet other Federal Government Department business requirements.</p> <p>The above-mentioned experience must be within seven (7) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ol style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ol>	<p><b>Maximum 20 points</b></p> <ul style="list-style-type: none"> <li>• Less than 1 year = 0 point</li> <li>• 1-2 years = 10 points</li> <li>• 3-4 years = 15 points</li> <li>• 5+ years = 20 points</li> </ul>



<p><b>RR7</b></p>	<p>The Contractor demonstrates that the proposed resource has experience implementing Terraform to provision and deploy Azure services and infrastructure.</p> <p>The above-mentioned experience must be within ten (10) years when the resource is being evaluated.</p> <p>The Contractor must provide project descriptions and the following information for all referenced projects:</p> <ol style="list-style-type: none"> <li>i. The name of the client organization.</li> <li>ii. A description of the services provided.</li> <li>iii. The name, and either the telephone number or e-mail address of the organization's contact responsible for the contract.</li> </ol>	<p><b>Maximum 20 points</b></p> <ul style="list-style-type: none"> <li>• less than 2 years = 0 point</li> <li>• 2-3 years = 5 points</li> <li>• 4-5 years = 10 points</li> <li>• 5-6 years = 15 points</li> <li>• 7+ years = 20 points</li> </ul>
<p><b>Maximum Points = 140</b> <b>Minimum Required Points = 84 / 140</b></p>		



**ANNEX B - BASIS OF PAYMENT**

**INITIAL CONTRACT PERIOD**

**Contract Award to March 31, 2025**

Resource Category	Level of Expertise	Firm Per Diem Rate
A.1 Application/Software Architect	Level 3	<i>TBD at Contract Award</i>

**OPTION 1 CONTRACT PERIOD**

**April 1, 2025 to March 31, 2026**

Resource Category	Level of Expertise	Firm Per Diem Rate
A.1 Application/Software Architect	Level 3	<i>TBD at Contract Award</i>





ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat J072737/A
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Statistics Canada	2. Branch or Directorate / Direction générale ou Direction Digital Solutions Field	
3. a) Subcontract Number / Numéro du contrat de sous-traitance To be determined	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant To be determined	
4. Brief Description of Work / Brève description du travail The Contractor will provide architecture & programming services for the ITPD technical team leads and their staff involved in the development, support and maintenance of the WCMS programming framework. The Contractor will help technical team leads and teams to perform project tasks and increase the level of maturity of the team, the tools and the associated processes.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Contract Number / Numéro du contrat J072737/A
Security Classification / Classification de sécurité UNCLASSIFIED

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments:  
Commentaires spéciaux : StatCan will provide government laptops to the contractor.

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

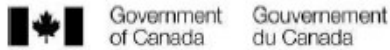
**PRODUCTION**

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

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

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

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



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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**This signature page will update at Contract Award**