



High Complexity Bid Solicitation and Resulting Contract (HC)
For a Contract Against a Supply Arrangement For Task- Based Informatics Professional Services (TBIPS)
Business Process Re-Engineering (BPR) Consultant - Level 3
For
Canada Border Services Agency (CBSA)

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

- Annex A- Statement of Work
- Annex B- Basis of Payment
- Annex C- Security Requirements Check List

**List of Attachment to Part 2 (Bidder Instructions):**

- Attachment 1 to Part 2- Non-Disclosure Agreement

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

- Attachment 1 to Part 3- Bid Submission Form

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

- Attachment 1 to Part 4- Mandatory Technical Criteria
- Attachment 2 to Part 4- Point Rated Technical Criteria
- Attachment 3 to Part 4- Pricing Schedule

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

- Attachment 1 to Part 5- Federal Contractors Program for Employment Equity- Certification

**Forms:**

- Appendix 1 to Annex A – Task Authorization Form
- Appendix 2 To Annex A- Certifications at the TA Stage



## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

This document states terms and conditions that apply to this bid solicitation. It is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

- a. This bid solicitation is being issued to satisfy the requirement of Canada Border Services Agency (CBSA) (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one (1) contract, for three (3) years plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract.
- c. There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- d. The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) and all international trade agreements including the World Trade Organization Agreement on Government Procurement (WTO-AGP).
- e. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractors Program for Employment Equity – Certification."
- f. 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.
- g. Only selected TBIPS SA Holders currently holding a TBIPS SA in the National Capital Region (NCR) under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in



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

- i. Accenture Inc.
  - ii. Cofomo Ottawa
  - iii. IBISKA Telecom Inc.
  - iv. IT/Net- Ottawa Inc.
  - v. Navpoint Consulting Group Inc.
  - vi. OpenFrame Technologies Inc.
  - vii. TRM Technologies Inc.
  - viii. TRM Technologies., BP&M Government IM & IT Consulting Inc., in joint venture
  - ix. MGIS Inc.
  - x. Veritaaq Technology House Inc.
  - xi. BDO Canada LLP
  - xii. GSI International Consulting Inc.
  - xiii. Integrity Canada Inc.
  - xiv. MaxSys Staffing & Consulting Inc.
  - xv. Nisha Technologies Inc., Contract Community Inc., in joint venture
- h. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- i. The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex A: (<https://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>)

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
B.5 Business Process Re-engineering Consultant	LEVEL 3	2

### 1.2 Debriefings

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

### 1.3 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://publications.gc.ca/site/eng/9.504677/publication.html\)](https://publications.gc.ca/site/eng/9.504677/publication.html) issued by Public Works and Government Services Canada.
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.
- d. Subsection 3.a. of Section 01, Integrity provisions - bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
  - i. at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- e. Subsection 4 of Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 180 days

### 2.2 Submission of Bids

Bids must be submitted only to [CBSA-ASFC\\_Solicitations-Demandes\\_de\\_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

#### 2.2.1 Solicitation Closes

At 02:00 PM on August 23, 2023 Time Zone: Eastern Daylight Saving Time EDT.

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

#### 2.2.2 Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, Bidders must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that Bidders sign a Non-Disclosure Agreement substantially in the form set out in **Attachment 1 to Part 2- Non-Disclosure Agreement**, before being given access to such information.

Bidders must submit and sign the Non-Disclosure Agreement to the Contracting Authority specified in Attachment 1 to Part 2.

Once the Non-Disclosure Agreement is signed, Bidder will be given access to the confidential information by email, if applicable.



## 2.3 Enquiries - Bid Solicitation

- a. All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Former Public Servant

### a. Information Required

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

### b. Definitions

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

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

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

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

- (i) name of Former Public Servant;
- (ii) date of termination of employment or retirement from the Public Service.

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

**d. Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

**2.5 Applicable Laws**

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

**2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

**2.7 Volumetric Data**

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





	Resources	Estimated Number of Days per Year
1.	Business Process Re-engineering Consultant, Level 3	240 days/ year
2.	Business Process Re-engineering Consultant, Level 3	240 days/ year

## 2.8 Bid Challenge and Recourse Mechanisms

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

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 award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, 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 or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



## ATTACHMENT 1 TO PART 2 – NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_ (*Insert Contracted Resource's Name*), recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_ (*Insert Company Name*), I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Solicitation No. 1000426402 between His Majesty the King in right of Canada, represented by the President of the CBSA and \_\_\_\_\_ (*Insert Vendors Name as it appears in the Contract*), including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

#### a. Copies of Bid

The Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 Standard Instructions.

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

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

#### b. Format for Bid

Canada requests that Bidders follow the format instructions described below in the preparation of their bid :

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

#### c. Submission of Only One Bid

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "**related**" to a Bidder if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);



- B. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - C. the entities have now or in the two (2) 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.

**d. Joint Venture Experience**

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

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

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

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

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

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

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



That show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

#### a. Bid Submission Form

Bidders are requested to include the **Bid Submission Form - Attachment 1 to Part 3** with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

#### b. Security Clearance

Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

Security Information	Resource Information
Name of individual as it appears on security clearance application form:	
Level of security clearance obtained:	
Validity period of security clearance obtained:	
Security Screening Certificate and Briefing Form file number :	

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

#### c. Substantiation of Technical Compliance

##### i. Mandatory Technical Criteria

The technical bid must substantiate the compliance with the specific mandatory criteria of **Attachment 1 to Part 4- Mandatory Technical Criteria**. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet



the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of **Attachment 1 to Part 4- Mandatory Technical Criteria**, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

ii. **Point-Rated Technical Criteria**

The point-rated technical bid must substantiate the compliance with the specific point rated criteria of **Attachment 2 to Part 4- Point-Rated Technical Criteria**. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be rated accordingly. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of **Attachment 2 to Part 4- Point-Rate Technical Criteria**, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

d. **Previous Similar Projects**

Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS of the Resource Categories identified in **Annex A- Statement of Work**. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.

e. **For Proposed Resources**

The technical bid must include résumés for the resources. The technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- i. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent Contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
- ii. For educational requirements for a particular degree, designation or certificate, CBSA will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic



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credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

- iii. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- iv. For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
- v. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CBSA will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- vi. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Contractor must provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

**f. Customer Reference Contact Information**

- i. In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a Bidder provide customer references. If Canada sends such a written request, the Bidder will have two (2) working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 1 to Part 4.
- ii. The form of question to be used to request confirmation from customer references is as follows:

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

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

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



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\_\_\_ I am unwilling or unable to provide any information about the services described above.

- iii. For each customer reference, the Bidder must, at a minimum, provide the name, telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

### 3.3 Section II: Financial Bid

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex B, without any conditions, assumptions, restrictions or otherwise. Bidders must complete and submit with their financial bid **Attachment 3 to Part 4- Pricing Schedule**. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables. Any financial bid that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this bid solicitation, will be treated as being non-responsive and the Bidder's bid will be given no further consideration.
- b. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. 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.
- c. **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.
- d. **Travel and Living Expenses:** Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligation for the Work described in Part 7 of the bid solicitation required to be done, delivered or performed by the individual labour category.
- e. Canada has the right to disqualify a bid if the price of any deliverables does not reflect a fair and actual market price.
- f. The level of effort provided in **Attachment 3 to Part 4- Pricing Schedule**, are for evaluation purposes only. There is no commitment by the Government of Canada that the government's future usage of the services will be consistent with the days provided. The final days will be provided at Contract award.
- g. Prices submitted with the bid will form part of any resulting Contract.
- h. **Electronic Payment of Invoices – Bid**

The Bidder must accept payment by Direct Deposit.

Bidders that supply goods and services to the Government of Canada must enrol in direct deposit for account payable.





### **3.4 Section III: Certifications**

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



**ATTACHMENT 1 OF PART 3- 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>Supply Arrangement No.:</b>	
<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 security clearance is not valid for the Bidder.]	



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

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

**Signature of Authorized Representative  
of Bidder**

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of the Client will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
  - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, 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.
  - iv. **Phased Bid Compliance Process:** Canada will use the Phased Bid Compliance Process described below.

#### 4.1.1 Phased Bid Compliance Process (PBCP)

##### 4.1.1.1 (2018-07-19) General

- a. Canada is conducting the PBCP described below for this requirement.
- b. Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND



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RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c. Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- d. The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- e. Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- a. After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b. Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c. If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d. For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial



Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid. The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

- e. In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- f. Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- g. Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- h. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- a. Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b. Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c. A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d. The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to



achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- e. The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g. Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- h. Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- a. In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

## **4.2 Technical Evaluation**



The evaluation of the technical bid will be divided into two (2) parts. The first part consists of mandatory technical criteria, which are evaluated on a simple pass/fail basis. The second part of the evaluation procedure consists of a point rated technical criteria.

**a. Mandatory Technical Criteria**

- i. The Bidder must comply with and meet all technical requirements and all terms and conditions specified in this bid solicitation.
- ii. Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- iii. The mandatory technical criteria are described in **Attachment 1 to Part 4- Mandatory Technical Criteria**.
- iv. Bidders are required to complete and submit with their technical proposal **Attachment 1 to Part 4- Mandatory Technical Criteria** in order to be evaluated. The format of the table should be similar to the format shown herein.
- v. The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in **Attachment 1 to Part 4- Mandatory Technical Criteria**.

**b. Point-Rated Technical Criteria**

- i. Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- ii. The rated requirements are described in **Attachment 2 to Part 4- Point-Rated Technical Criteria**.
- iii. Bidders are required to complete and submit with their technical proposal **Attachment 2 to Part 4- Point-Rated Technical Criteria** in order to be evaluated. The format of the table should be similar to the format shown herein.
- iv. Bidders must obtain an overall aggregate minimum pass mark of 90 points. The aggregate points for the technical rated criteria will be rounded to two (2) decimals to calculate the minimum pass mark.
- v. Bidders should cross reference the page/solicitation in their proposal.

**c. Reference Checks**

- i. For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points and/or a Bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within five (5) working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same





customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have one (1) working day to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.

- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a Bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

#### **4.3 Financial Evaluation**

- a. The maximum funding available for the Contract resulting from the bid solicitation is \$3,120,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.
- b. The price of the bid will be evaluated in Canadian dollars, Applicable taxes excluded.
- c. The evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in **Attachment 3 to Part 4**.
- d. The single, firm, all-inclusive per diem rate provided will be used to complete the tables in **Annex B-Basis of Payment** at contract award.
- e. All single, firm all-inclusive per diem rates must be rounded to 2 decimals.
- f. The total bid price will be calculated as follows:

For each contract period (initial contract period, option period 1 and option period 2), each Firm Per Diem rate will be multiplied with the Estimated Number of Days per Year to determine a total for each contract period. The Total from all 3 tables will be aggregated to determine the Total Bid Price.



**Resource Evaluation Example Scenario:**

**INITIAL CONTRACT PERIOD (3 Years)**

<b>Initial Contract Period (3 Years)</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>	<b>Estimated Number of Days per Year (x 3 Years)</b>	<b>Total (C X D)</b>
1.	B.5 Business Process Re-engineering Consultant	Level 3	\$700.00	720 days/ 3 years	\$504,000.00
2.	B.5 Business Process Re-engineering Consultant	Level 3	\$700.00	720 days/ 3 years	\$504,000.00
<b>Initial Contract Period (1.E + 2.E)</b>					<b>\$1,008,000.00</b>

**OPTION PERIODS**

<b>Option Period 1 to _____</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>	<b>Estimated Number of Days per Year</b>	<b>Total (C X D)</b>
1.	B.5 Business Process Re-engineering Consultant	Level 3	\$750.00	240 days/ year	\$180,000.00
2.	B.5 Business Process Re-engineering Consultant	Level 3	\$750.00	240 days/ year	\$180,000.00
<b>Option Period 1 (1.E + 2.E)</b>					<b>\$360,000.00</b>

<b>Option Period 2 to _____</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>	<b>Estimated Number of Days per Year</b>	<b>Total (C X D)</b>
1.	B.5 Business Process Re-engineering Consultant	Level 3	\$800.00	240 days/ year	\$192,000.00
2.	B.5 Business Process Re-engineering Consultant	Level 3	\$800.00	240 days/ year	\$192,000.00
<b>Option Period 2 (1.E + 2.E)</b>					<b>\$384,000.00</b>
<b>Total Bid Price= Initial Contract Period+ Option Period 1+ Option Period 2</b>					<b>\$1,752,000.00</b>

4.3.1. Sustainable Pricing



In Canada's experience, Bidders will from time to time propose prices that do not allow them to recover their costs and/or make a profit on certain services. Canada encourages Bidders to submit sustainable pricing for this requirement.

A sustainable price is defined as a price for a service that can, without subsidy, generate greater than zero profit for the Bidder. For the purpose of this requirement, prices for a service that are within the normal price distribution for that service will be considered as sustainable.

When evaluating the prices submitted, Canada may choose to verify sustainability of price for prices it deems abnormally low through one or several means such as:

- a. Requesting price support from the Bidder.

An abnormally low price is defined as a price remarkably lower than the normal distribution of prices submitted for a service.

Examples of price support that Canada would consider satisfactory include:

- a. a current published price list indicating the cost of the service to the Bidder; or
- b. documentation such as copies of recently paid invoices (excluding discounts); or
- c. a signed contract or agreement between the Bidder and its client which includes pricing structures.

Once Canada requests price support for any service, it is the sole responsibility of the Bidder to submit the information (either the information described in the examples above or information that demonstrates that it will be able to recover its own costs based on the price it has proposed) that will allow Canada to determine, with confidence, that the price submitted is sustainable.

Where Canada determines that the price submitted is not sustainable, Canada will assign a score of zero (0) points to the Bidder for the service in question.

#### **4.3 Basis of Selection**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 90 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



**ATTACHMENT 1 TO PART 4- MANDATORY TECHNICAL CRITERIA**

The Bidder must comply and meet with all the mandatory technical criteria specified below and meet all terms and conditions specified in this bid solicitation. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately. The mandatory technical criteria must be provided at bid closing.

Each bid will be reviewed for compliance with the mandatory requirements in the table below. The Evaluation Team may determine that a bid does not meet a mandatory requirement at any time during the evaluation process.

For each of the mandatory requirements listed below, the Bidder must provide the project description which should include the following, when required:

- a. The name of the client organization;
- b. The name of the client, title and phone number;
- c. Description of project;
- d. List of tasks performed by the resource; and
- e. The start and end date of the work.

The evaluation of the table below will consist of mandatory technical criteria, which are evaluated in a simple pass/fail.

<b>NAME OF RESOURCE:</b>				
<b>#</b>	<b>Mandatory Technical (MT) Criteria</b>	<b>Additional Information</b>	<b>Bidder's Response</b>	
			<b>Demonstrated experience (Bidders to insert data)</b>	<b>Insert page # of resume</b>
<b>MT1</b>	The proposed resource must have a minimum of ten (10) years of experience in the past twenty (20) years working as an Enterprise Architect, in order to be compliant.	The Bidder must provide a narrative which includes the following:  a. Resource's job title; b. The name of the client organization; c. The name of the client, title and phone number; d. Description of project; e. List of tasks performed by the resource; f. Explanation which demonstrates that the work is related to enterprise architecture; and g. The start and end date of the work.		
<b>MT2</b>	In order to be compliant, the proposed resource must have a minimum of five (5) years of	The Bidder must provide a narrative which includes the following:		



NAME OF RESOURCE:				
#	Mandatory Technical (MT) Criteria	Additional Information	Bidder's Response	
			Demonstrated experience (Bidders to insert data)	Insert page # of resume
	<p>experience in the past ten (10) years prior to bid closing date, working on;</p> <p>a. Business Architecture at the Enterprise level, in an enterprise architecture organization that includes the major architectural domains (Business, Information, Application, Technology, and Security), that deliver services with integrated architectural methods and approaches, and includes full-time salaried employee (FTE) resources for each domain.</p>	<p>a. Resource's job title;</p> <p>b. The name of the client organization;</p> <p>c. The name of the client, title and phone number;</p> <p>d. Description of project;</p> <p>e. List of tasks performed by the resource;</p> <p>f. Explanation which demonstrates that the work is related to the major architectural domains;</p> <p>g. The number of FTEs in each domain; and</p> <p>h. The start and end date of the work.</p>		
<b>MT3</b>	<p>The Bidder must submit two (2) project references from a minimum of two (2) separate organizations working on Business Architecture at the Enterprise level and demonstrate, by providing a narrative, that they have applied standard modeling methods and techniques, such as those of the Government of Canada, to describe the business, including a minimum of four (4) of the following:</p> <ol style="list-style-type: none"> <li>1) Outcomes/logic model;</li> <li>2) Business use case model;</li> <li>3) Events model;</li> <li>4) Business capability model;</li> <li>5) Information model; and,</li> <li>6) Service integration and accountability model.</li> </ol> <p>One of the organizations must have more than 3,000 FTEs.</p>	<p>The Bidder must provide a narrative which includes the following:</p> <ol style="list-style-type: none"> <li>a. Resource's job title;</li> <li>b. The name of the client organization;</li> <li>c. The name of the client, title and phone number;</li> <li>d. Description of project;</li> <li>e. List of tasks performed by the resource;</li> <li>f. Explanation which demonstrates the application of each type of model;</li> <li>g. The number of FTEs in each organization; and</li> <li>h. The start and end date of the work.</li> </ol>		
<b>MT4</b>	<p>The Bidder must clearly demonstrate, by providing a narrative, that the proposed resource has developed business capability models for a minimum of two (2) organizations in the past ten (10) years. One of the organizations must have more than 3,000 FTEs.</p>	<p>The Bidder must provide a narrative which includes the following:</p> <ol style="list-style-type: none"> <li>a. Resource's job title;</li> <li>b. The name of the client organization;</li> <li>c. The name of the client, title and phone number;</li> </ol>		



NAME OF RESOURCE:				
#	Mandatory Technical (MT) Criteria	Additional Information	Bidder's Response	
			Demonstrated experience (Bidders to insert data)	Insert page # of resume
		<ul style="list-style-type: none"> <li>d. Description of business capability model;</li> <li>e. List of tasks performed by the resource;</li> <li>f. The number of FTEs in each organization; and</li> <li>g. The start and end date of the work.</li> </ul>		
<b>MT5</b>	<p>The Bidder must clearly demonstrate, by providing a narrative, that the proposed resource has a minimum of five (5) years of experience within the last ten (10) years, prior to bid closing, mentoring and conducting knowledge transfer to business architects/business analysts in:</p> <ul style="list-style-type: none"> <li>a. the identification, development, validation, and documentation of business requirements using standard methods and procedures including business use cases.</li> </ul>	<p>The Bidder must provide a narrative which includes the following:</p> <ul style="list-style-type: none"> <li>a. Resource's job title;</li> <li>b. The name of the client organization;</li> <li>c. The name of the client, title and phone number;</li> <li>d. Description of the nature of the mentoring and knowledge transfer;</li> <li>e. List of tasks performed by the resource; and</li> <li>f. The start and end date of the work.</li> </ul>		
<b>MT6</b>	<p>The Bidder must clearly substantiate, by providing a narrative, that the proposed resource has at least five (5) years within the last ten (10) years of demonstrated experience providing advice on, and developing, strategies for critical business systems affecting an organization with over 3,000 FTEs, including experience in modelling business processes for at least two (2) Lines of Business (LOB) Programs for use in supporting and deploying projects.</p>	<p>The Bidder must provide a narrative which includes the following:</p> <ul style="list-style-type: none"> <li>a. Resource's job title;</li> <li>b. The name of the client organization;</li> <li>c. The name of the client, title and phone number;</li> <li>d. The relevant lines of business;</li> <li>e. The relevant critical business system and an overview of the strategy developed;</li> <li>f. List of tasks performed by the resource;</li> <li>g. The number of FTEs in each organization; and</li> <li>h. The start and end date of the work.</li> </ul>		



NAME OF RESOURCE:				
#	Mandatory Technical (MT) Criteria	Additional Information	Bidder's Response	
			Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT7	The Bidder must clearly substantiate, by providing a narrative, that the proposed resource has a minimum five (5) years experience in the last ten (10) years, prior to bid closing, developing business process models using Business Process Modelling Notation (BPMN).	<p>The Bidder must provide a narrative which includes the following:</p> <ol style="list-style-type: none"> <li>Resource's job title;</li> <li>The name of the client organization;</li> <li>The name of the client, title and phone number;</li> <li>A detailed description of the business process model; and</li> <li>The start and end date of the work.</li> </ol>		
MT8	The Bidder must clearly substantiate, by providing a narrative, that the proposed resource has developed, implemented and maintained a business framework that is used to manage business requirements and information requirements in an organization with more than 3,000 FTEs.	<p>The Bidder must provide a narrative which includes the following:</p> <ol style="list-style-type: none"> <li>Resource's job title;</li> <li>The name of the client organization;</li> <li>The name of the client, title and phone number;</li> <li>A detailed description of the business framework;</li> <li>List of tasks performed by the resource;</li> <li>The number of FTEs in each organization; and</li> <li>The start and end date of the work.</li> </ol>		
MT9	The Bidder must clearly substantiate, by providing a narrative, that the proposed resource has a minimum of five (5) years in the last ten (10) years, prior to bid closing, of experience defining or leading the development of business requirements and information requirements, on a minimum of five (5) initiatives/projects.	<p>The Bidder must provide a narrative for all 5 projects which includes the following:</p> <ol style="list-style-type: none"> <li>Resource's job title;</li> <li>The name of the client organization;</li> <li>The name of the client, title and phone number;</li> <li>The names and a detailed description of the initiatives / projects;</li> <li>List of tasks performed by the resource; and</li> <li>The start and end date of the work.</li> </ol>		



**ATTACHMENT 2 TO PART 4- POINT-RATED TECHNICAL CRITERIA**

<b>NAME OF RESOURCE:</b>				
<b>#</b>	<b>Rated Technical Criteria</b>	<b>Scoring Methodology</b>	<b>Points Max</b>	<b>Cross Reference to proposal (Page #)</b>
<b>RT1</b>	<p>Following <b>MT1</b>'s criteria - The proposed resource must have a minimum of ten (10) years of experience in the past twenty (20) years working as an Enterprise Architect, in order to be compliant.</p> <p>Points are awarded for years of experience over and above the minimum ten (10) years experience working as an Enterprise Architect.</p>	<p>10 years= 0 points</p> <p>Greater than 10 years = 1 point for each year greater than 10, with a maximum of 10 points</p>	10	
<b>RT2</b>	<p>Following <b>MT5</b>'s criteria - The Bidder must clearly demonstrate, by providing a narrative, that the proposed resource has a minimum of five (5) years of experience within the last ten (10) years, prior to bid closing, mentoring and conducting knowledge transfer to business architects/business analysts in:</p> <p>a. the identification, development, validation, and documentation of business requirements using standard methods and procedures including business use cases.</p> <p>Points are awarded for additional years of experience over and above the minimum five (5) years required mentoring Business Architects/Business Analysts.</p>	<p>5 years= 0 points</p> <p>Greater than 5 years = 2 points for each year greater than 5, with a maximum of 10 points</p>	10	
<b>RT3</b>	<p>Points are awarded where the proposed resource has project references demonstrating that the proposed resource has worked as an Enterprise Architect architecting complex and major transformational initiatives at the enterprise business architecture levels (not at solution level). The proposed</p>	<p>1 project = 1 point 2 projects= 2 points 3 projects = 5 points 4 projects = 10 points 5 projects = 15 points</p>	15	





NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
	<p>resource must have a minimum of five (5) years experience in the last ten (10) years.</p> <p><i>Complex and major is defined as resulting in a significant change in the enterprise business architecture (i.e. logical / conceptual changes in what the business does versus the design / deployment of a product or solution).</i></p> <p>The Bidder must provide a narrative which includes the following:</p> <ol style="list-style-type: none"> <li>Resource's job title;</li> <li>The name of the client organization;</li> <li>The name of the client, title and phone number;</li> <li>Name and description of project(s);</li> <li>List of tasks performed by the resource for each project;</li> <li>Explanation which demonstrates that the project was complex and a major transformation;</li> <li>Explanation that demonstrates that project is at enterprise business architecture level; and</li> <li>The start and end date of the work.</li> </ol>			
RT4	<p>Following <b>MT3's</b> criteria - The Bidder must submit two (2) project references from a minimum of two (2) separate organizations working on Business Architecture at the Enterprise level and demonstrate, by providing a narrative, that they have applied standard modeling methods and techniques, such as those of the Government of Canada, to describe the business, including</p>	<p>2 projects = 0 points 3 projects = 5 points 4 projects or more = 10 points</p>	10	



NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
	<p>a minimum of four (4) of the following:</p> <ol style="list-style-type: none"> <li>1) Outcomes/logic model;</li> <li>2) Business use case model;</li> <li>3) Events model;</li> <li>4) Business capability model;</li> <li>5) Information model; and,</li> <li>6) Service integration and accountability model.</li> </ol> <p>One of the organizations must have more than 3,000 FTEs.</p> <p>Each project must include a minimum of four (4) of the six (6) types of models.</p> <p>Points are awarded for additional projects above the two (2) required.</p> <p>The Bidder must provide a narrative which includes the following:</p> <ol style="list-style-type: none"> <li>a. Resource's job title;</li> <li>b. The name of the client organization;</li> <li>c. The name of the client, title and phone number;</li> <li>d. Description of project;</li> <li>e. List of tasks performed by the resource;</li> <li>f. Explanation which demonstrates the application of each type of model;</li> <li>g. The number of FTEs in each organization; and</li> <li>h. The start and end date of the work.</li> </ol>			
RT5	<p>Following <b>MT2</b>'s criteria - The Bidder must clearly demonstrate, by providing a narrative, that the proposed resource has a minimum of five (5) years of experience in the past ten (10) years from bid closing date working on Business Architecture at the Enterprise level in an</p>	<p>5 years= 0 points</p> <p>Greater than 5 years = 2 points for each year greater than 5, with a maximum of 10 points</p>	10	



NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
	<p>enterprise architecture organization that includes the major architectural domains (Business, Information, Application, Technology, and Security) that deliver services with integrated architectural methods and approaches and include FTE resources for each domain.</p> <p>Points are awarded for additional experience over and above the minimum five (5) years required.</p> <p>The Bidder must provide a narrative which includes the following:</p> <ol style="list-style-type: none"> <li>Resource's job title;</li> <li>The name of the client organization;</li> <li>The name of the client, title and phone number;</li> <li>Description of project;</li> <li>List of tasks performed by the resource;</li> <li>Explanation which demonstrates that the work is related to the major architectural domains;</li> <li>The number of FTEs in each domain; and</li> <li>The start and end date of the work.</li> </ol>			
<b>RT6</b>	<p>To be compliant, following <b>MT7's</b> criteria - The Bidder must clearly substantiate that the proposed resource has a minimum of five (5) years experience in the last ten (10) years, prior to bid closing, developing business process models using Business Process Modelling Notation (BPMN).</p> <p>Points are awarded for additional experience over and above the minimum five (5) years required.</p>	<p>Greater than 5 years = 2 points for each year greater than 5, with a maximum of 10 points</p>	10	



<b>NAME OF RESOURCE:</b>				
<b>#</b>	<b>Rated Technical Criteria</b>	<b>Scoring Methodology</b>	<b>Points Max</b>	<b>Cross Reference to proposal (Page #)</b>
	<p>The Bidder must provide a narrative which includes the following:</p> <ul style="list-style-type: none"> <li>a. Resource's job title;</li> <li>b. The name of the client organization;</li> <li>c. The name of the client, title and phone number;</li> <li>d. A detailed description of the business process model; and</li> <li>e. The start and end date of the work.</li> </ul>			
<b>RT7</b>	<p>Points are awarded for the proposed resource having experience obtained in the last ten (10) years from bid closing date for defining or leading the development of business requirements and information requirements in any government (federal or provincial) customs or immigration organization.</p> <p>The Bidder must provide a narrative which includes the following:</p> <ul style="list-style-type: none"> <li>a. Resource's job title;</li> <li>b. The name of the client organization;</li> <li>c. The name of the client, title and phone number;</li> <li>d. Detailed description of the project(s) and the type / nature of the business and information requirements; and</li> <li>e. The start date and end date of the work.</li> </ul>	1 point for each year, with a maximum of 10 points.	10	
<b>RT8</b>	To be compliant following <b>MT9's</b> criteria - The Bidder must clearly demonstrate, by providing a narrative, that the proposed resource has led the development of business requirements and information requirements on a minimum of five (5) initiatives / projects within	5 projects = 0 points Greater than 5 projects up to 7 projects = 5 points Greater than 7 projects up to 10 projects = 10 points Greater than 10 projects = 15 points	15	



NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
	<p>the last ten (10) years from bid closing date.</p> <p>Points are awarded for additional experience over and above the minimum five (5) initiative/projects required.</p> <p>The Bidder must provide a narrative which includes the following:</p> <ol style="list-style-type: none"> <li>Resource's job title;</li> <li>The name of the client organization;</li> <li>The name of the client, title and phone number;</li> <li>The names and a detailed description of the initiatives / projects;</li> <li>List of tasks performed by the resource; and</li> <li>The start and end date of the work.</li> </ol>			
<b>RT9</b>	<p>Points are awarded for the proposed resource having experience in the past ten (10) years from bid closing date of identifying, analyzing and reporting to project authorities, gaps and overlaps in business and information requirements across a project portfolio.</p> <p>Each project portfolio must consist of a minimum of five (5) projects/initiatives. Each project/initiative must have a budget of at least \$1 million.</p> <p>The Bidder must provide a narrative which includes the following:</p> <ol style="list-style-type: none"> <li>Resource's job title;</li> <li>The name of the client organization;</li> <li>The name of the client, title and phone number;</li> </ol>	<p>1 portfolio= 5 points 2 portfolios= 10 points 3 portfolios= 15 points</p>	15	



<b>NAME OF RESOURCE:</b>				
<b>#</b>	<b>Rated Technical Criteria</b>	<b>Scoring Methodology</b>	<b>Points Max</b>	<b>Cross Reference to proposal (Page #)</b>
	<ul style="list-style-type: none"> <li>d. The names and a detailed description of the portfolio;</li> <li>e. List and name of projects / initiatives within each portfolio;</li> <li>f. Description of each project / initiative;</li> <li>g. Value of each project / initiative; and</li> <li>h. The start and end date of the work.</li> </ul>			
<b>RT10</b>	<p>Points are awarded where the proposed resource has project references demonstrating experience working at the strategic level facilitating workshops and leading the development, design and documentation of a comprehensive future state vision of an organization line of business/program/initiative including a description of the target state and the strategic approach to attaining it, key stakeholders and expected outcomes.</p> <p>The Bidder must provide a narrative which includes the following:</p> <ul style="list-style-type: none"> <li>a. Resource's job title;</li> <li>b. The name of the client organization;</li> <li>c. The name of the client, title and phone number;</li> <li>d. The name and description of the project;</li> <li>e. Specify the organization line of business/ program/ initiative;</li> <li>f. A description of the target state and the strategic approach to attaining it;</li> <li>g. Expected outcomes;</li> <li>h. Key stakeholders; and</li> <li>i. The start and end date of the work.</li> </ul>	<p>0 projects = 0 points            1 projects = 5 points            2 projects = 10 points            3 projects or greater = 15 points</p>	15	



<b>NAME OF RESOURCE:</b>				
<b>#</b>	<b>Rated Technical Criteria</b>	<b>Scoring Methodology</b>	<b>Points Max</b>	<b>Cross Reference to proposal (Page #)</b>
<b>Total Available points:</b>			<b>120</b>	
<b>Minimum Total Overall Points Required to be declared responsive:</b>			<b>90</b>	
<b>Total achieved:</b>				



**ATTACHMENT 3 TO PART 4- PRICING SCHEDULE**

The Bidder must submit a single, firm, all-inclusive per diem rate for each Resource identified in the tables below. All rates submitted must be rounded to two (2) decimals.

The Bidder must insert a firm per diem rate in column C of the following tables:

- a. Initial Contract Period;
- b. Option Period 1; and
- c. Option Period 2

**INITIAL CONTRACT PERIOD (3 YEARS)**

<b>Initial Contract Period</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>	<b>Estimated Number of Days per Year (x3 Years)</b>	<b>Total (C x D)</b>
1.	B.5 Business Process Re-engineering Consultant	Level 3	\$	720 days/ 3 years	\$
2.	B.5 Business Process Re-engineering Consultant	Level 3	\$	720 days/ 3 years	\$
<b>Initial Contract Period (1.E + 2.E)</b>					<b>\$</b>

**OPTION PERIODS**

<b>Option Period 1- _____ to _____</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>	<b>Estimated Number of Days per Year</b>	<b>Total (C X D)</b>
1.	B.5 Business Process Re-engineering Consultant	Level 3	\$	240 days/ year	\$
2.	B.5 Business Process Re-engineering Consultant	Level 3	\$	240 days/ year	\$
<b>Option Period 1 (1.E + 2.E)</b>					<b>\$</b>

<b>Option Period 2- _____ to _____</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>	<b>Estimated Number of Days per Year</b>	<b>Total (C X D)</b>
1.	B.5 Business Process Re-engineering Consultant	Level 3	\$	240 days/ year	\$
2.	B.5 Business Process Re-engineering Consultant	Level 3	\$	240 days/ year	\$
<b>Option Period 2 (1.E + 2.E).</b>					<b>\$</b>
<b>Total Bid Price= Initial Contract Period+ Option Period 1+ Option Period 2</b>					<b>\$</b>





## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

### **5.1 Certifications Required with Bid**

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

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

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

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

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

#### **5.2.1 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 at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website. (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" 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 **Attachment 1 to Part 5- Federal Contractors Program for Employment Equity - Certification**, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Attachment 1 to Part 5- Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.3 Additional Certifications Precedent to Contract Award**

#### **a. Professional Services Resources**



By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.

**b. Certification of Language - English Essential**

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

**c. Submission of Only One Bid**

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



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## ATTACHMENT 1 TO PART 5- FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).



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

### **6.1 Security Requirement**

- a. Before award of a contract, the following conditions must be met:
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
  - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites
- b. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- c. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- d. In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.



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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- a. \_\_\_\_\_ (to be inserted 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. This includes providing professional services as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client:** Under the Contract, the "**Client**" is Canada Border Services Agency (CBSA).
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms:** Words and expressions defined in the General Conditions and used in the Contract have the meanings given to them in the General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 7.2 Task Authorization

- a. **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Form and Content of draft Task Authorization**
  - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix 2 to Annex A- Task Authorization Form.
  - ii. The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
    - A. The task number;
    - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - C. The categories of resources and the number required;



- D. A description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
- E. The start and completion dates;
- F. Any option(s) to extend initial end date (if applicable);
- G. Milestone dates for deliverables and payments (if applicable);
- H. The number of person-days of effort required;
- I. Whether the work requires on-site activities and the location;
- J. The language profile of the resources required;
- K. The level of security clearance required of resources;
- L. The price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- M. Any other constraints that might affect the completion of the task.

**c. Contractor's Response to Draft Task Authorization**

The Contractor must provide to the Technical Authority, within five (5) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), a quotation with the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract, as well as its corresponding proposed resource(s). 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.

Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

**d. Task Authorization Limit and Authorities for Validly Issuing Task Authorizations**

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

- i. For any TA, inclusive of revisions, the TA must be signed by the Technical Authority and the Contracting Authority. All TA's must have the appropriate signatures, regardless of value.

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.

**e. Periodic Usage Reports**



- i. The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
  - A. 1<sup>st</sup> quarter: April 1 to June 30;
  - B. 2<sup>nd</sup> quarter: July 1 to September 30;
  - C. 3<sup>rd</sup> quarter: October 1 to December 31; and
  - D. 4<sup>th</sup> quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than thirty (30) calendar days after the end of the reporting period.

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

f. **Pre-Cleared Resources:**

The Contractor must:

- i. Ensure that the specific individuals named in Annex A of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
- ii. Avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within thirty (30) business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category in the Annex. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.



The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

- g. **Consolidation of TA's 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 TA's for administrative purposes.

### 7.3 Minimum Work Guarantee

- a. In this clause,
- i. **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (applicable taxes extra); and
  - ii. **"Minimum Contract Value"** means 5% (excluding Applicable Taxes).
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- d. Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract:
- i. for default;
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - iii. for convenience within ten (10) business days of Contract award.

### 7.4 Standard Clauses and Conditions

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

#### a. General Conditions

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

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

04. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.





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

## 7.5 Security Requirement

The following security requirements (SRCL #06 and related clauses provided by the Contract Security Program) as set out under Annex B to the Supply Arrangement, applies to and forms part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

Prior to the work beginning under the contract, the following security requirements must be adhered to.

### Security Requirement Check Lists (SRCL) / Additional CBSA Security Requirement

The vendor must hold the appropriate level of [facility security clearance](#) and (if required) document safeguarding capability issued by the CSP/ISS/PSPC:

- Contract Security Program (CSP)
- Industrial Security Program (ISS)
- [Public Services and Procurement Canada \(PSPC\)](#)

## 7.6 Contract Period

- a. **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:



- i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends three (3) year(s) later; and
- ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**b. Option to Extend the Contract**

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

**7.7 Authorities**

**a. Contracting Authority**

The Contracting Authority for the Contract is:

Name: Véronique Fulham

Title: Senior Procurement Officer

Canada Border Services Agency (CBSA)

Finance and Corporate Management Branch

Directorate: Agency Comptroller Directorate

Address: 355 North River Road, Tower B, 17th Floor, Ottawa, Ontario K1A 0L8

E-mail address: veronique.fulham@cbsa-asfc.gc.ca

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

**b. Technical Authority**

The Technical Authority for the Contract is: *(to be inserted at contract award)*

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

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

**Secondary Technical Authority**



*(to be inserted at contract award)*

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

**c. Contractor's Representative**

The Contractor's Representative for the Contract is: *(to be inserted at contract award)*

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

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

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

**7.9 Payment**

**a. Basis of Payment**

- i. **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B), Applicable Taxes extra.
- ii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iii. **Contractor's Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex B remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in accordance with the firm rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.
- iv. **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time



described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- 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 goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

**b. Limitation of Expenditure – Cumulative Total of all Task Authorizations**

- i. Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the amount set out on page 1 of the Contract, less any Applicable taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - A. when it is 75 percent committed, or
  - B. 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. Providing this information does not increase Canada's liability.

**c. Method of Payment for Task Authorizations with a Firm Price - Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the contract if:

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

**d. Electronic Payment of Invoices – Contract**

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

- i. Direct Deposit (Domestic and International)

**e. Time Verification**



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

f. **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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

**7.10 Invoicing Instructions**

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

This email address is to be used for submitting invoices and for payment status inquiries.

**Direct Deposit:**

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact [ca-ci@cbsa-asfc.gc.ca](mailto:ca-ci@cbsa-asfc.gc.ca) to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

**IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.**

**7.11 Certifications and Additional Information**

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



Contractor in default. Certifications are subject to verification by Canada during the entire Contract Period.

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

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

### **7.13 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (to be updated at contract award).

### **7.14 Priority of Documents**

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions 2035 (2022-12-01), Higher Complexity - Services;
- c. Annex A, Statement of Work, including its Appendices as follows:
  - i. Appendix 1 to Annex A - Task Authorization (TA) Form;
  - ii. Appendix 2 to Annex A - Certifications at the TA stage
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. the Contractor's bid dated \_\_\_\_\_ (insert date of bid at contract award)

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

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

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

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

### **7.17 Insurance Requirements**

#### **a. Compliance with Insurance Requirements**

- i. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



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

**b. Commercial General Liability Insurance**

- i. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- ii. The Commercial General Liability policy must include the following:
  - A. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - B. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - C. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - D. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - E. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - F. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - G. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - H. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - I. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.



- J. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- K. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- L. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- M. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

**c. Errors and Omissions Liability Insurance**

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

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

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

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

**b. First Party Liability**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in





respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

**c. Third Party Claims**

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



**7.19 Joint Venture Contractor** *(to be completed at contract award if the Bidder is a joint venture)*

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**7.20 Professional Services - General**

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

**Replacement of Specific Individuals**

- i. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) working days of having this knowledge, 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 or exceed those obtained for the original resource.

- ii. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:

- A. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Article titled "Default of the Contractor", or
- B. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor to propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that are similar or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub-article (c).

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

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

### **7.21 Representations and Warranties**

The Contractor made statements regarding its own and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract and the issuance of 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 and maintain, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

### **7.22 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 Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities,



equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

### 7.23 Government Property

Canada agrees to supply the Contractor with the items listed below (the "**Government Property**"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

- a. Government issued laptop;
- b. Standard CBSA package; and
- c. Government issued cellular telephone (if needed)

### 7.24 Dispute Resolution

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

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](#).

### 7.26 Certifications Compliance

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

### 7.27 Identification Protocol Responsibilities



The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.

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.

In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



## **ANNEX A- STATEMENT OF WORK**

### **1. Title**

The Canada Border Services Agency (CBSA) requires, as and when requested, services of up to two (2) Business Process Re-engineering (BPR) Consultants – Senior to work and assist in the deliverables in support of the Travellers Business and Information Framework (TBIF) team of the Travellers Transformation Directorate.

### **2. Objective**

The objective is to acquire resources that have the expertise in the enterprise and business architecture area to guide and support the Travellers Branch to further develop and maintain the TBIF and to use it to advance the Agency's Traveller Modernization (TM) initiative and related projects.

### **3. Background**

The CBSA is responsible for providing integrated border services that support national security and public safety priorities while also facilitating the free flow of persons and goods, including animals and plants that meet all requirements under its legislation.

The Travellers Branch (TB) is responsible for the processing of people at the border, including service delivery, design and management of programs, performance measurement as well as the design and delivery of transformation projects to modernize service delivery.

The Travellers Transformation Directorate (TTD) within TB is accountable for the planning, control, execution, and support of Travellers Transformation projects and activities that enable organization-wide changes in business strategy and culture, processes, information, and tools. It provides leadership on business transformation by: defining the Branch's transformation plans and strategies in conjunction with other TB Directorates; establishing mechanisms for the identification, definition and prioritization of TB business improvements; ensuring the integration of specific changes within the larger transformation plan and vision; and delivering projects to optimize benefits as early as possible.

The CBSA is undertaking an initiative called Traveller Modernization (TM), which proposes a transition from the CBSA's current service delivery model predicated on in-person interactions with travellers, to a digital self-service model with many transactions being accessible before an incoming traveller reaches a port of entry (POE). Processing decisions will be informed by relevant data and structured to support effective administration of program requirements. This new model will be underpinned by the use of biometric matching technology to support identity management and, where practical, POE infrastructure will be modified to enable a right-touch model in which travellers that make use of pre-arrival self-service options will not be required to interact with an officer to fulfill their entry obligations. This is a multi-year initiative that will fundamentally change operational service delivery and program management.

### **4. Scope**

The focus of this Statement of Work is to build upon the efforts that led to the creation of the TBIF, continue enhancing and expanding the framework, fill the existing gaps within the TBIF, and fully integrate it into the Project Management Framework (PMF) used within CBSA, with the goal of improving the integration of the business of Travellers Branch with its core capabilities including business processes, information and other technologies. The TBIF is a comprehensive, detailed description of the complete traveller processing continuum and includes people, goods and/or conveyances in all modes (i.e. air, highway, marine, pedestrian, and rail) pre-border, at the border and post border. Success of the continued work will be dependent upon the assurance that the TBIF continues to be an accurate reflection of the TM vision and the foundation on which TM can be built. Also key to success is the continued alignment of the TBIF with enterprise business and information architecture as defined and maintained by the CBSA Enterprise Architecture Division.



The work on the project includes, but is not limited to, the following:

- 4.1.1 The development of business and information architecture artifacts as they relate to the TBIF;
- 4.1.2 The harvesting/development of conceptual and logical business models to show both the "as is" and "to be" states of business processes related to Travellers Branch;
- 4.1.3 The integration of the TBIF with other branches within the CBSA;
- 4.1.4 The facilitation of meetings with key staff assigned to this effort in order to define the business requirements of Travellers Modernization;
- 4.1.5 The facilitation of meetings with stakeholders within the CBSA;
- 4.1.6 The provision of mentoring and ad hoc training to the TBIF team; and
- 4.1.7 The provision of advice on enterprise business architecture and business analysis as required.

## **5. Tasks And Activities**

### **5.1 Business Process Re-Engineering Consultant - Senior**

The Business Process Re-engineering Consultant – Senior must work with the following:

- a. The Travellers Business and Information Framework (TBIF);
- b. The Travellers Deliverables Matrix;
- c. Business Process Modelling Notation (BPMN), Unified Modelling Language (UML) and ArchiMate;
- d. The Agency Collaborative Program (ACP) and Qualiware Lifecycle Manager;
- e. Business architecture and business analysis methods and their application to business requirements management; and
- f. Agile methodology and user stories.

The Business Process Re-engineering Consultant – Senior is responsible for, but not limited to, doing the following:

- 5.1.1 Document the business requirements related to POE processing in the form of Business Use Cases (BUCs), Statements of Business Requirements (SOBRs) and Business Requirement Statements (BRSs) contained within the TBIF Library.
- 5.1.2 Work with project teams to onboard all new projects / initiatives to the TBIF in order to develop the complete business requirements in scope of the new project / initiative.
- 5.1.3 Participate in the TBIF Change Management Working Group to determine the impact of any requested changes to the TBIF, and approve and implement or reject any change requests.
- 5.1.4 Work closely with the TBIF program officers, TBIF program advisors and information architect to assist in validating process and information requirements.
- 5.1.5 Work closely with the Information, Science and Technology Branch to ensure that the proposed solutions meet all business requirements.
- 5.1.6 Identify and correct errors and/or gaps in the current documented business processes, business rules and business information requirements.
- 5.1.7 Keep up to date with legislation and policy changes which necessitate updates to current documented business requirements.
- 5.1.8 Identify which changes to the business requirements will have an impact to on-boarded projects / initiatives and notify any affected project / initiative teams.
- 5.1.9 Ensure that the TBIF is aligned with the Agency Collaboration Platform (ACP) / Qualiware.
- 5.1.10 Provide advice and direction on the translation of business requirements into functional (user/system) requirements.
- 5.1.11 Research, investigate, analyse and provide advice, responses, functional guidance, training and technical direction to Senior Program Officers and Senior Management.
- 5.1.12 Facilitate meetings and workshops.
- 5.1.13 Develop and maintain business models and process models as required.
- 5.1.14 Use standard modelling methods and techniques to analyze and describe the business of Travellers Branch.



5.1.15 Mentor the Travellers Business and Information Framework (TBIF) team in business architecture/business analysis methods, techniques and tools. The Contractor is responsible to provide knowledge transfer to employees.

## **6. Deliverables And Associated Schedule**

Each Task Authorization (TA) specifies the deliverables to be produced as well as the associated schedule. Work is ongoing and based on project plans and schedules. Schedules are determined as far in advance as possible based on monthly status reports from key stakeholders.

### **6.1 The Business Process Re-engineering Consultant – Senior is required to deliver, but is not limited to, the following:**

- 6.1.1 Develop and maintain Business Use Cases (BUCs), Statement of Business Requirements (SOBRs) and Business Requirement Statements (BRSS);
- 6.1.2 Develop and maintain Business Information Object (BIOs) and Information Requirement Models (IRMs);
- 6.1.3 Develop and maintain business models as required;
- 6.1.4 Manage the TBIF change management process;
- 6.1.5 Map business requirements to user/system requirements;
- 6.1.6 Analyze gaps and overlaps between initiatives and projects; and
- 6.1.7 Create and deliver presentations to stakeholders, and facilitate meetings and discussions.

Technical documentation must be created using Microsoft Word, Excel, PowerPoint, Project and Visio, and Qualiware Lifecycle Manager, with templates provided, unless otherwise directed by the Technical Authority.

## **7. Constraints**

CBSA data must not be removed from CBSA sites, and access to or from the Contractor's IT systems through the use of a session or virtual private network is not permitted. The Contractor must comply with CBSA internal security policies, directives, standards, and guidelines at all times during the contract.

The CBSA's working hours are between 08:00 to 18:00 Monday through Friday, except for Statutory Holidays where government offices are closed. These are core hours and are not representative of the duration of a Contractor's work day. The hours that the Contractor will work will be specified in the TA and are expected to be within the core hours. The Technical Authority will advise the Contractor as soon as possible of any required work outside standard working hours.

## **8. Method And Source Of Acceptance**

All services rendered under the Contract/TAs are subject to inspection by the Technical Authority.

All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Technical Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and the Task Authorization and to the satisfaction of the Technical Authority, as submitted, the Technical Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **9. Language**

The proposed resources must perform the work in English.

## **10. Reporting Requirements**





If a TA has been authorized, the resource must provide a weekly status report in MS Word electronically to the Technical Authority, outlining what work was undertaken during the reporting period, what work is still outstanding, and any issues or concerns that the resource wants to bring to the attention of the Technical Authority. The status reports must also be supported by a monthly detailed time sheet mapped to deliverables, using a standard template.

## **11. Location Of Work**

The work is expected to be performed on CBSA premises located at 333 North River Road, Ottawa, Ontario, K1A 0L8; an alternative CBSA location in the National Capital Region that must be approved by the Technical Authority; or, remotely at the premises of the resource, where permitted by the Technical Authority.

There is no travel requirement under this contract.

## **12. Client Support**

The Technical Authority is responsible to provide the Contractor's resource with:

- a. Security access to the building;
- b. Workstation and network access; and
- c. Access to relevant project/architecture documentation.



**APPENDIX 1 TO ANNEX A- TASK AUTHORIZATION FORM**

*(Provided as a separate attachment: Task Authorization Form 572.pdf)*



## APPENDIX 2 TO ANNEX A- CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

### 1. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

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

\_\_\_\_\_  
Date

### 2. CERTIFICATION OF LANGUAGE

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization:

The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

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

\_\_\_\_\_  
Date



**ANNEX B- BASIS OF PAYMENT**  
(to be completed at contract award)

**Initial Contract Period (3 Years)**

Initial Contract Period (Date of Contract award to _____)				
Resource Category	Level of Expertise	Firm Per Diem Rate	Estimated Number of Days per Year (x3 Years)	Total
B.5 Business Process Re-engineering Consultant	Level 3	\$	720 days	\$
B.5 Business Process Re-engineering Consultant	Level 3	\$	720 days	\$

**Option Periods**

Option Period 1 (_____ to _____)				
Resource Category	Level of Expertise	Firm Per Diem Rate	Estimated Number of Days per Year	Total
B.5 Business Process Re-engineering Consultant	Level 3	\$	240 days	\$
B.5 Business Process Re-engineering Consultant	Level 3	\$	240 days	\$

Option Period 2 (_____ to _____)				
Resource Category	Level of Expertise	Firm Per Diem Rate	Estimated Number of Days per Year	Total
B.5 Business Process Re-engineering Consultant	Level 3	\$	240 days	\$
B.5 Business Process Re-engineering Consultant	Level 3	\$	240 days	\$



**ANNEX C- SECURITY REQUIREMENTS CHECK LIST**

*(Signed SRCL document will be added at Contract award)*