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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The bid solicitation is divided into six 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Evaluation Criteria, and Basis of Payment.

### 1.2 Summary

1.2.1 The Treasury Board of Canada Secretariat (TBS) requires the expertise of a Senior External Strategic Advisor ("Contractor") to the Regulatory Cooperation Council Secretariat of the Treasury Board of Canada based in Washington, D.C.

## 1.3 Debriefings

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

## 1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **PART 2 - BIDDER INSTRUCTIONS**

# 2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003(2016-04-04)</u> Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

### 2.2 Submission of Bids

Bids must be submitted by the date and time indicated on page 1 of the bid solicitation to:

Treasury Board of Canada Secretariat TBS Bid Receiving Unit c/o Mail Services (Receiving – Access via Loading Dock) Level 01, Room 0148A 90 Elgin Street Ottawa, Canada K1A 0R5

Hours of Operations: Monday to Friday from 8:00 AM to 4:00 PM

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies and 1 soft copy on CD)

Section II: Financial Bid (1 hard copies and 1 soft copy on CD)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. 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.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex C. The total amount of Applicable Taxes must be shown separately.

## 3.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### 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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

Mandatory and point-rated technical evaluation criteria are included in Annex B of this document.

### 4.1.2 Financial Evaluation

SACC Manual Clause A0222T, Evaluation of Price- Canadian / Foreign Bidders

Financial bids must be quoted in Canadian currency.

#### 4.2 Basis of Selection

- 4.2.1 SACC Manual Clause A0035T, (2007-05-25) Basis of Selection Lowest Price Per Point
  - 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 60 points overall for the technical point-rated evaluation criteria. The rating is performed on a scale of 100 points.
  - 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

## 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

## 5.1.1 Declaration of Convicted Offences

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

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

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

## 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### 5.2.2 Status and Availability of Resources

A3005T (2010-08-16) Status and Availability of Resources

## 5.2.3 Education and Experience

A3010T (2010-08-16) Education and Experience

### 5.2.4 Former Public Servant

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

#### **Definitions**

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

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

"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 the severance pay, which is measured in a like manner.

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

### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental website as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2012-2 and the <a href="Guidelines">Guidelines</a> on the Proactive Disclosure of Contracts.

### **PART 6 - RESULTING CONTRACT CLAUSES**

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

## 6.1 Security Requirements

**6.1.1** There are no security requirements for this requirement.

#### 6.2 Statement of Work

SACC Manual Clause <u>B4007C (2014-06-26)</u> Statement of Work - Contract The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 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-quidelines/standard-

acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

**General Conditions** 6.3.1

2010C 2016-04-04, General Conditions - Professional Services (Medium Complexity) apply to and form

part of the Contract.

6.3.2 **Supplemental General Conditions** 

2010B 2016-04-04, General Conditions - Professional Services (Medium Complexity) apply to and form

part of the Contract.

6.4 **Term of Contract** 

The period of the contract is from contract award date to March 31, 2019. Further, TBS reserves the right

to extend the contract for a period of one (1) year up to March 31, 2020, in accordance to 6.4.1

**Option to Extend the Contract** 6.4.1

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional year under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of

Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days 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.

6.5 **Authorities** 

6.5.1 **Contracting Authority** 

The Contracting Authority for the Contract is:

Name: Trevor Clark

Title: Senior Procurement and Contracting Advisor

Treasury Board of Canada Secretariat

Corporate Services Sector

E-mail address: trevor.clark@tbs-sct.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

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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.

## 6.5.2 Project Authority

The Project Authority for the Contract is: (TBD)

#### (To be determined at contract award.)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.5.3 Contractor's Representative

(To be determined at contract award.)

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

SACC Manual Clause A3025T (2014-06-26) Former Public Servant - Competitive Bid

## 6.7 Payment

## 6.7.1 Basis of Payment

## 6.8 Invoicing Instructions

- 1. Invoices must be in accordance with the information required in the General Conditions, and distributed as follows:
- a. The original (1) copy must be forwarded to the e-mail address shown on page 1 of the Contract for certification and payment.

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 2010C 2016-04-04;
- (c) the general conditions 2010B 2016-04-04;
- (d) Annex A, Statement of Work;
- (e) Annex B, Evaluation Criteria;
- (f) Annex C, Basis of Payment

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

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

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

## 6.13 Insurance Requirements

SACC Manual clause G1005C (2008-05-12) Insurance

### ANNEX "A"

### STATEMENT OF WORK

## 1.0 TITLE

Senior External Strategic Advisor ("Contractor") for Treasury Board Secretariat ("TBS") of Canada's Regulatory Cooperation Council (RCC) Secretariat.

#### 2.0 OBJECTIVE

TBS requires the expertise of a Washington, D.C. - based Contractor to the Regulatory Cooperation Council Secretariat of the Treasury Board of Canada.

#### 3.0 BACKGROUND

The Regulatory Cooperation effort between Canada and the United States (US) was initiated in 2011. For the last four years it has been managed by a dedicated team at the Privy Council Office and most recently, as of April 1, 2016, through the TBS, as well as the Office of Information and Regulatory Affairs in the Executive Office of the Whitehouse in Washington, D.C.

The work of the Regulatory Cooperation Council ("RCC") has been highly successful – having initiated work through an initial Joint Action Plan in 2012 and, based on lessons learned, a Forward Plan released in August 2014 which included measures to secure regulatory cooperation as a permanent element between Canadian and US Regulatory Departments.

The work involves 16 regulatory departments in Canada and the US with a health, safety and environmental protection mandate, largely as it affects production, manufacturing and bringing goods to market.

The work of the RCC has gained broad support from stakeholders in both countries, including all sectoral, multi-sectoral and regional stakeholder associations, all of whom have been asking for deeper and accelerated effort on regulatory cooperation.

On March 10, 2016, the Prime Minister of Canada and the President of the United States announced:

- 1. a new industry, consumer and expert Advisory Group (at the officials-level);
- 2. governance changes to better include all of the regulatory agencies involved; and
- 3. a call for a new and more ambitious set of work plans by early summer.

#### 4.0 SCOPE OF WORK

#### 4.1 Tasks

The Contractor shall perform the following tasks to the satisfaction of the Project Authority:

- 1. Provide strategic advice (orally or in writing) to the RCC Secretariat, identifying Canada (CDA)-United States of America (USA) regulatory collaboration opportunities and issues;
- 2. Provide strategic advice (orally or in writing) to the RCC Secretariat, identifying CDA-USA-Mexico regulatory cooperation opportunities and issues;
- Provide strategic advice to RCC Secretariat on how to collaborate within the parameters of United States (US) regulatory system and identify specific issues, opportunities, roadblocks or impediments to the regulatory cooperation process being developed by the Canadian RCC Secretariat;

4. Facilitate and provide support in arranging connections with key US stakeholders, plan visits and meeting agendas, as well as accompany TBS officials in regulatory cooperation duties; and

Prepare quarterly reports summing up activities suitable for release under the Access To Information Policy.

#### 5.0 DELIVERABLES

### The Contractor shall, to the satisfaction of the Project Authority:

- Establish a regulatory cooperation presence in Washington to ensure that the mandate and scope of the RCC is being fulfilled, in order to enhance regulatory cooperation between Canada and the United States: and
- Develop and provide strategic advice and provide quarterly reports on which key stakeholders have identified possible opportunities, roadblocks and impediments to regulatory cooperation within the parameters of the US regulatory system.

### 6.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

It is not the responsibility of TBS to provide portable communication devices to Contractors.

### 7.0 LANGUAGE OF WORK

The work will be conducted in English. The Contractor must be able to communicate orally and in writing in English without any assistance and with minimal errors.

## 8.0 LEVEL OF EFFORT

The estimated level of effort for this requirement is approximately 60 days per year.

### 9.0 TRAVEL REQUIREMENTS

The Contractor may be required to attend up to four (4) meetings, per year, in the National Capital Region (NCR).

### 10.0 LOCATION OF WORK

It is expected that most of the work will be performed at the Contractor's office in Washington, D.C.

#### **ANNEX "B"**

#### **EVALUATION CRITERIA**

## 1) Mandatory Technical Criteria

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

The Bidder must submit a detailed CV for the proposed resource demonstrating that he/she meets the minimum mandatory requirements as described below.

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

In order to validate the information provided in the mandatory and rated technical evaluation criteria, all references to dates and experience must be stated in months in the following format: MM-YYYY. For reporting of time periods (e.g. number of months of experience), the duration may include time up to, but not beyond, the original posting date of this Request for Proposals.

The references may be used to validate the experience of the proposed resource.

The Bidder must provide a reference contact for each project. Each reference must include the following information:

- Organization Name;
- Project description including title or position and function held by the proposed resource;
- Project duration, including start and end dates (MM-YYYY); and
- Contact name, position, and current phone number or email address to contact reference.

## **Mandatory Technical Criteria**

Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
M1	The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, dealing with Canadian and US economic trade and regulatory agencies, while working with Ottawa and Washington D.C. industry associations.			

MET Number **Mandatory Technical Criterion** NOT **Cross Reference to** MET **Proposal** The Bidder must demonstrate, using project **M2** descriptions, that the proposed resource has a minimum of ten (10) years of experience, within the last fifteen (15) years, providing strategic and policy advice to senior government officials to advance regulatory issues. М3 The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of twenty-four (24) months of experience within the last ten (10) years, of monitoring and analyzing US political and economic developments and events and incorporating these into advocacy strategy.

#### 2. Rated Technical Criteria

Each point rated technical criterion should be addressed separately.

The Bidder must submit a detailed CV for the proposed resource demonstrating that he/she meets the minimum mandatory requirements as described below.

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table inserted below. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.

In order to validate the information provided in the mandatory and rated technical evaluation criteria, all references to dates and experience must be stated in months in the following format: MM-YYYY. For reporting of time periods (e.g., number of months of experience), the duration may include time up to, but not beyond, the original posting date of this Request for Proposals.

The references may be used to validate the experience of the proposed resource.

The Bidder must provide a reference contact for each project. Each reference must include the following information:

- Organization Name;
- Project description including title or position and function held by the proposed resource;
- Project duration, including start and end dates (MM-YYYY); and

• Contact name, position, and current phone number or email address.

Number	Point-Rated Criterion	Max Pts	Min Pts	Points Given	Cross Reference to Proposal
R1	Education  The Bidder should have a degree from a recognized post-secondary institution in a relevant field such as, but not limited to economics, political science.  Bachelor's degree (15 pts)  Master's (20 pts)  A copy of the proposed resource's degree must be provided.	20			•
R2	The Bidder should demonstrate, using two (2) project descriptions, that the proposed resource has experience consulting with industry stakeholders.  Up to fifteen (15) points per project, will be allocated as follows:  1. Identifying key stakeholders (5 pts)  2. Consulting with industry stakeholders (5 pts)  3. Documenting results of interactions with industry stakeholders and providing results/reports to senior management ( 5 pts)	30			
R3	The Bidder should demonstrate, using two (2) project descriptions that the proposed resource has experience identifying gaps and opportunities within a project and providing results/reports to senior management.	20			

	Up to ten (10) points per project will be allocated as follows:  1. Ability to assess information and data (5 pts)  2. Assessing legal, policy and industry information during the identification process (5 pts)			
R4	The Bidder should demonstrate, using two (2) project descriptions, that the proposed resource has experience providing briefings or written communications to senior management* within the last 24 months.  Up to fifteen (15) points per project will be allocated as follows:  1. Making recommendations supported by analysis (5 pts)  2. Analyzing information from multiple sources (5 pts)  3. Analysis takes into account the broader objective of the project (issue) (5 pts)  * Senior management is defined as Director General or private sector equivalent and above (or industry equivalent).	30		
	Maximum Available Points	100		
	Overall Minimum Pass Mark	60	60	
	Bidder Score	/100		

## **ANNEX "C"**

## **BASIS OF PAYMENT**

**1.0 Contract Period**- the period of the contract is from contract award date to March 31, 2019. Further, TBS reserves the right to extend the contract for a period of one (1) year up to March 31, 2020.

During the period of the Contract, the Contractor will be paid as specified below, for the Work performed in accordance with the Contract.

## 1.1 Labour

The Contractor will be paid an all-inclusive fixed per diem rate as follows:

Contract Period – Date of Contract to March 31, 2020					
Estimated level of effort	All-inclusive fixed per diem rate	Total			
Year 1: 35 days Contract award – March 31, 2017	\$	\$			
Year 2: 60 days	\$	\$			
April 1, 2017 – March 31, 2018					
Year 3: 60 days	\$	\$			
April 1, 2018 - March 31, 2019					
Year 4: 60 days (Option Period) April 1, 2019 - March 31, 2020	\$	\$			
Total for the 4 years (which includes option period)		\$			
Applicable Taxes (13%)		\$			
Total Price, including taxes		\$			

## 1.2 Definition of a Day/Proration:

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

# Hours worked X applicable fixed per diem rate

7.5 hours

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract;
- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to the paragraph above.

# 2.0 Travel and Living Expenses

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.