



**Request for Proposal: IC401676  
BizPaL Partner Support Services Procurement**

**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Innovation, Science and Economic  
Development Canada / Innovation, Sciences et  
Développement économique Canada  
Contracts & Materiel Management  
235 rue Queen Street  
Bid Receiving Area / Module de réception des  
soumissions  
Mail Scanning / Salle de scanographie  
S-143, Level / Niveau S1  
Ottawa, Ontario K1A 0H5  
Attention: Chantal Lafleur

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Innovation, Science and  
Economic Development Canada**

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

**Proposition à: Innovation, Sciences et  
Développement économique Canada**

Nous offrons par la présente de vendre à Sa Majesté  
la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente  
et aux annexes ci-jointes, les biens, services et  
construction énumérés ici sur toute feuille ci-annexée,  
au(x) prix indiqué(s).

**Comments - Commentaires**

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Innovation, Science and Economic  
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235 rue Queen Street  
Ottawa, Ontario, K1A 0H5

|   |                                     |
|---|-------------------------------------|
| <b>Title - Sujet</b>  |                                     |
| BizPaL Partner Support Services Procurement   |                                     |
| <b>Solicitation No. - N° de l'invitation</b>  | <b>Date</b>                         |
| IC401676  | June 12, 2017                       |
| <b>Solicitation Closes - L'invitation prend fin</b>   | <b>Time Zone<br/>Fuseau horaire</b> |
| <b>at - à 02:00 PM<br/>on - le 28-06-2017</b>   | Eastern Standard Time<br>(EST)      |
| <b>F.O.B. - F.A.B.</b>  |                                     |
| Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>  |                                     |
| <b>Address Inquiries to : Adresser toutes questions à:</b>  |                                     |
| Chantal Lafleur<br>Chantal.lafleur2@canada.ca   |                                     |
| <b>Telephone No. - N° de téléphone</b>  |                                     |
| 613-990-5937  |                                     |
| <b>Destination - of Goods, Services, and Construction:<br/>Destination - des biens, services et construction:</b> |                                     |
| See Herein<br>Précisé dans les présentes  |                                     |

**Instructions: See Herein  
Instructions: Voir aux présentes**

|  |   |
|--|---|
| <b>Delivery required - Livraison exigée</b>  | <b>Delivered Offered - Livraison proposée</b> |
| See Herein   |   |
| <b>Vendor/firm Name and full address<br/>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>  |   |
|  |   |
| <b>Facsimile No. - N° de télécopieur<br/>Telephone No. - N° de téléphone</b>   |   |
|  |   |
| <b>Name and title of person authorized to sign on behalf of Vendor/firm<br/>(type or print)<br/>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |   |
|  |   |
| <b>Signature</b>   | <b>Date</b>                                   |
|  |   |



## **TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

# **REQUEST FOR PROPOSAL (RFP)**

## **FOR THE PROVISION OF**

## **BIZPAL PARTNER SUPPORT SERVICES PROCUREMENT**

## **FOR**

## **Innovation, Science and Economic Development Canada**

## **IC401676**

This RFP is issued against the task-based informatics professional services (TBIPS) Supply Arrangement, Tier 1, PWGSC File No. EN578-170432. All terms and conditions of the referenced Supply Arrangement apply and must be incorporated into any resulting contract.



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**PART 1 – GENERAL INFORMATION**

**1. INTRODUCTION**

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

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

The annexes include the Statement of Work, the Terms of Payment, the Bid Evaluation Criteria, the Bid Submission Form, and any other annexes.

**1. SUMMARY**

- a. This bid solicitation is being issued to satisfy the requirement of Innovation, Science and Economic Development Canada (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one contract each for one (1) year, plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders](http://ssi-iss.tpsgc-pwgsc.gc.ca)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. 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), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. 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.



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Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the Metropolitan Area under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment:

**List of Suppliers:**

1. 6362222 CANADA INC., doing business as the Createch Group
  2. 8si Inc.
  3. Adecco Employment Services Limited/Services de placement Adecco Limited
  4. Alcea Technologies Inc.
  5. Cache Computer Consulting Corp.
  6. Groupe Alithya Inc / Alithya Group Inc
  7. Jumping Elephants Incorporated
  8. Messa Computing Inc.
  9. Mindwire Systems Ltd.
  10. NavPoint Consulting Group Inc.
  11. NRNS Incorporated
  12. Promaxis Systems Inc
  13. StoneShare Services Inc.
  14. The Barrington Consulting Group Inc.
  15. The VCAN Group Inc.
- f. 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.
- g. The Resource Categories described below are required on an as and when requested basis in accordance the [TBIPS Categories of Personnel Descriptions](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

| Resource Category         | Level of Expertise | Estimated Number of Resources Required |
|---------------------------|--------------------|--|
| B.10 Help Desk Specialist | 3                  | 1                                      |

**2. DEBRIEFINGS**

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

**PART 2 – BIDDER INSTRUCTIONS**

**1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

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



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- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract(s).
- c. The [2003](#) (2016-04-04) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. The following modifications are made to the Standard instructions:
  - i. Wherever the terms “Public Works and Government Services Canada” or “PWGSC” are used, substitute with “Canada”;
  - ii. Subsection 05 (4) is amended as follows:  
Delete: sixty (60) days  
Insert: one hundred and eighty (180) days. If there is a conflict between the provisions of 2003 and this document, this document prevails.
  - iii. Section 11 is amended as follows: insert:
    - h. accept, or waive, a non-material error of form in a Bidder’s proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder’s proposal provided there is no change in the price quoted;
    - i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
    - j. retain all proposals submitted in response to this bid solicitation.

**2. SUBMISSION OF BIDS**

- a. Due to the nature of this solicitation, bids submitted by facsimile or electronic mail will not be accepted. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- b. Bids must be submitted only to Innovation, Science and Economic Development Canada’s Bid Receiving Area by the date, time and place indicated on page 1 of the bid solicitation. Bidders are hereby advised that the Bid Receiving Area of IC is open Monday to Friday inclusive, between the hours of 7:30 am and 4:30 pm, excluding Statutory Holidays.
- c. Bid Receiving Unit Address is Solely for Delivery of Bids: The address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.
- d. Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. In the event of a bid submitted by a contractual joint venture, the bid shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.
- e. The Bidder’s signature indicates acceptance of the terms and conditions governing the resulting contract and the Minister reserves the right to reject any proposal including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada’s interest.

**3. ENQUIRIES – BID SOLICITATION**

All enquiries must be submitted in writing to the Contracting Authority no later than six (6) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

**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 with FPS, bidders must provide the



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information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

**b. Definitions**

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

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

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](#) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

**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.

## 5. APPLICABLE LAWS

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

**Note to Bidders:** A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.*

## 6. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

## PART 3 – BID PREPARATION INSTRUCTIONS

### 1. BID PREPARATION INSTRUCTIONS

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :
  - i. Section I: Technical Bid (4 hard copies)
  - ii. Section II: Financial Bid (2 hard copies)
  - iii. Section III: Certifications not included in the Technical Bid (2 hard copies)

Prices must appear in the financial bid only. No prices must 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. use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - 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. **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to :
  - i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
  - ii. 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.





**d. Submission of Only One Bid:**

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

**e. 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.

**2. SECTION I: TECHNICAL BID**

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment 3.2 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder’s Procurement Business Number, the Bidder’s status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **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:

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 the Bidder with an opportunity 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.

- iii. **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment 3.2, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the “Bidder’s Response” column of Attachment 3.2, 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.
- iv. **For 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 descriptions of the Resource Categories identified in Appendix A. 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.
- v. **For Proposed Resources:** The technical bid must include the number of résumés, per Resource Category, as identified in the bid solicitation. The same individual must not be proposed for more



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than one Resource Category. 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:

- A. 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.
  - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - C. 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 be 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 must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
  - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the 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.
  - F. 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. 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
- vi. **Customer Reference Contact Information:**
- A. 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 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 the bid solicitation.
  - B. The form of question to be used to request confirmation from customer references is as follows:

Has the Bidder provided your organization with help desk services, as well as provide administrative and technical support as required? Examples of activities include providing Help Desk and Service Request Support, tracking, investigating external monitoring services notifications indicating performance issues and creating reports and analysis to support follow up communication to stakeholders in both official languages.



If so, can you describe what kind of duties and responsibilities were assigned to help desk services? Did the quality of service meet your organization's expectation?

Yes, the Bidder has provided my organization with the services described above. Kind of duties and responsibilities are as follows; (reference to provide examples)

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

Yes, the quality of service met our organization's expectation.

No, the quality of service did not meet our organization's expectation.

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

C. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

- vii. **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

### 3. SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 3.1 of this bid solicitation. 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 in Canadian dollars in each cell requiring an entry in the pricing tables.
- 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.

### 4. SECTION III: CERTIFICATIONS

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



**ATTACHMENT 3.1: PRICING SCHEDULE**

1.1 The Offeror must complete this pricing schedule and include it in its financial proposal. **Pricing must only be contained in the financial proposal.** A price breakdown must be provided for the firm all-inclusive rates.

1.2 Offerors shall quote in Canadian dollar (CAD), firm prices/rates as indicated in the table below that include all costs necessary to perform the work. Any applicable taxes must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.

1.3 The prices given below for the services will remain in force for the entire duration of the contract.

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

**Initial Contract Period:**

| Initial Contract Period                    |                           |                          |                    |                          |
|--|---------------------------|--------------------------|--------------------|--------------------------|
|  | (B)                       | (C)                      | (D)                | (E)                      |
| Resource Category and Level of Expertise   | Name of Proposed Resource | Estimated Number of Days | Firm Per Diem Rate | Total Cost (C x D) (CAD) |
| B.10 Help Desk Specialist, Level 3         |                           | 248                      | \$ _____           | \$ _____                 |
| <b>Total Price Initial Contract Period</b> |                           |                          |                    | \$ _____                 |

**Option Periods:**

| Option Period 1                          |                           |                          |                    |                          |
|--|---------------------------|--------------------------|--------------------|--------------------------|
|  | (B)                       | (C)                      | (D)                | (E)                      |
| Resource Category and Level of Expertise | Name of Proposed Resource | Estimated Number of Days | Firm Per Diem Rate | Total Cost (C x D) (CAD) |
| B.10 Help Desk Specialist, Level 3       |                           | 248                      | \$ _____           | \$ _____                 |
| <b>Total Price Option Period 1</b>       |                           |                          |                    | \$ _____                 |

| Option Period 2                          |                           |                          |                    |                          |
|--|---------------------------|--------------------------|--------------------|--------------------------|
|  | (B)                       | (C)                      | (D)                | (E)                      |
| Resource Category and Level of Expertise | Name of Proposed Resource | Estimated Number of Days | Firm Per Diem Rate | Total Cost (C x D) (CAD) |
| B.10 Help Desk Specialist, Level 3       |                           | 248                      | \$ _____           | \$ _____                 |
| <b>Total Price Option Period 2</b>       |                           |                          |                    | \$ _____                 |

| Total Bid Price  |          |
|--|----------|
| <b>Initial Contract Period + Option Period 1 + Option Period 2 (plus applicable taxes)</b> | \$ _____ |



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
  - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 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 2 working days of a request by the Contracting Authority.
  - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 2. TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria:** Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1 - Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria:** 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. The rated requirements are described in Attachment 4.1 - Bid Evaluation Criteria.
- c. **Reference Checks :**
  - i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. 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 unless the response is received within 5 working days of the date that Canada's email was sent.
  - ii. If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
  - 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



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

- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

**3. BASIS OF SELECTION - HIGHEST COMBINED RATING TECHNICAL MERIT AND PRICE**

3.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all the mandatory evaluation criteria; and
- c. obtain the required minimum number of points specified for the point rated technical criteria.

3.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.

3.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.

3.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.

3.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

3.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

|                                |                              | <b>Bidder 1</b>             | <b>Bidder 2</b>            | <b>Bidder 3</b>            |
|--------------------------------|------------------------------|-----------------------------|----------------------------|----------------------------|
| <b>Overall Technical Score</b> |                              | 115/135                     | 89/135                     | 92/135                     |
| <b>Bid Evaluated Price</b>     |                              | \$55,000.00                 | \$50,000.00                | \$45,000.00                |
| <b>Calculations</b>            | <b>Technical Merit Score</b> | $115/135 \times 70 = 59.63$ | $89/135 \times 70 = 46.15$ | $92/135 \times 70 = 47.70$ |
|                                | <b>Pricing Score</b>         | $45/55 \times 30 = 24.55$   | $45/50 \times 30 = 27$     | $45/45 \times 30 = 30$     |
| <b>Combined Rating</b>         |                              | 84.18                       | 73.15                      | 77.7                       |
| <b>Overall Rating</b>          |                              | 1st                         | 3rd                        | 2nd                        |

**ATTACHMENT 4.1: BID EVALUATION CRITERIA**



**1.0 MANDATORY TECHNICAL CRITEIRA**

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

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

All Bidders are advised that only listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal.

For the purpose of personnel qualifications, experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided that they are related to the required services.

For each resume submitted, the Bidder must ensure that:

- (i) the proposed resource title and the individual's name are clearly indicated; and
- (iii) the resume clearly demonstrates where, when and how the stated qualifications/experience of the individual were acquired.

**2.0 MANDATORY REQUIREMENTS**

To be considered responsive, a proposal must meet all of the mandatory requirements of this solicitation. Proposals not meeting all of the mandatory requirements will be given no further consideration. ISED may decide to terminate the evaluation upon the first non-compliance of a mandatory requirement.

**The Bidder must clearly demonstrate in their proposal how the individual’s experience meets each of the mandatory requirements below by clearly providing in their proposal the projects the proposed resource worked on, the duration of the project(s) (including a project start date and end date), along with the role(s) and responsibilities the proposed resource had on the project.**

**NOTE: For each project submitted, the Bidder must provide a reference name including title, e-mail address, and phone number. ISED may contact the reference to validate the information submitted for that particular project to ensure that the individual’s experience (i.e., roles and responsibilities) clearly meets the criteria.**

**2.1 Mandatory Requirement: TBIPS Category B.10 Help Desk Specialist level 3**

**Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any one (1) of the following Mandatory Requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidder to ensure that the proposal meets ALL of the Mandatory Requirements as indicated below.**

**Attention Bidders:** Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria

| Ref. No. | Mandatory Technical Requirement (MT) | Met / Not Met | Bid Page Number |
|----------|--------------------------------------|---------------|-----------------|
|----------|--------------------------------------|---------------|-----------------|





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|            |   |  |  |
|------------|---|--|--|
| <b>MT1</b> | The Bidder must demonstrate for each proposed resource a minimum of ten (10) years of problem management and service desk experience, dealing with multiple clients.  |  |  |
| <b>MT2</b> | The Bidder must demonstrate for each proposed resource a minimum of three (3) years' experience with the following: <ul style="list-style-type: none"> <li>• root cause analysis investigation and reporting technical issues to non-technical management;</li> <li>• configuring and using open source ticketing applications, such as Planio, Mantis, JIRA, etc. for tracking and driving tickets to resolution with technical staff;</li> <li>• developing and maintaining operational procedures for help desk and end user use;</li> <li>• creating and modifying wiki articles for help desk and end user use, using Wiki syntax such as DokuWiki, MediaWiki, and ConfluenceWiki;</li> <li>• using Web utilization and performance metrics applications such as WebTrends, Google Analytics and external monitoring service, including the configuration of advanced segments and performance scripts, user account set-up, account maintenance such as password management, and the mining of Web metrics data to complete application or Web site utilization enquiries and performance reports for managers and senior executives;</li> <li>• maintaining internal and external Web sites, using custom or open source content management systems to create, publish, modify, and archive content;</li> <li>• conducting help desk support user satisfaction surveys, making recommendations based on user feedback and analysis of problem trends.</li> </ul> |  |  |
| <b>MT3</b> | The Bidder's proposed resource must have the capacity to deliver the services in both official languages (French & English) in order to communicate verbally and in writing in the preferred official language of the client. The reference will be contacted to validate that the resource is capable of delivering service in both official languages.  |  |  |
| <b>MT4</b> | The Bidder must provide for each proposed resource a summary of work that has been conducted according to the statement of mandatory requirements and supply references to confirm the stated experience and knowledge.   |  |  |

**3.0 POINT RATED REQUIREMENTS**

In order to qualify for the rating process, proposals should respond to the following rated requirements in the order shown and should include the referenced Section/Page in the Bidder's proposal. Any proposal which fails to achieve an overall minimum technical rating of 70% will be eliminated from further consideration.

**The Bidder must clearly demonstrate in their proposal how the individual's experience meets each of the point rated requirements below by clearly providing in their proposal the projects the proposed resource worked on, the duration of the project(s) (including a project start date and end date), along with the role(s) and responsibilities the proposed resource had on the project.**

**NOTE: For each project submitted, the Bidder must provide a reference name including title, e-mail address, and phone number. ISED may contact the reference to validate the information submitted for that particular project to ensure that the individual's experience (i.e roles and responsibilities) clearly meets the criteria.**



**Summary of Point Rated Technical Requirements**

| ITEM         | POINT RATED TECHNICAL REQUIREMENTS   | MAXIMUM POINTS AVAILABLE | MINIMUM POINTS REQUIRED |
|--------------|--|--------------------------|-------------------------|
| RT1          | Experience dealing with the third level support involving 3 levels of government                             | 100                      |                         |
| RT2          | Experience providing training to project team staff and end users and delivering presentations to management | 50                       |                         |
| RT3          | Using advanced spreadsheet functions such as pivot tables, text and data functions and VLOOKUP               | 25                       |                         |
| RT4          | Demonstrated ability to participate in large system transition to new platform                               | 100                      |                         |
| RT5          | Experience running link checking reports   | 25                       |                         |
| RT6          | Knowledge and experience in managing information   | 50                       |                         |
| RT7          | Experience coding and publishing content   | 25                       |                         |
| RT8          | Experience performing a variety of network problem analysis and monitoring tasks                             | 50                       |                         |
| RT9          | Experience producing and analysing reports   | 25                       |                         |
| <b>Total</b> |  | <b>450</b>               | <b>315</b>              |

| ITEM | POINT RATED TECHNICAL REQUIREMENTS (RT)   | MAXIMUM POINTS AVAILABLE | MINIMUM POINTS REQUIRED |
|------|---|--------------------------|-------------------------|
| RT1  | The Bidder should demonstrate for each proposed resource that they have a minimum of 2 years' experience dealing with the third level support involving 3 levels of government.<br><br>24 months = 25 points<br>25 - 30 months = 50 points<br>31 - 37 months = 75 points<br>38+ months = 100 points   | 100                      |                         |
| RT2  | The Bidder should demonstrate for each proposed resource that they have a minimum 2 years' experience providing training to project team staff and end users and delivering presentations to management.<br><br>24-30 months = 10 points<br>31-36 months = 20 points<br>37-42 months = 30 points<br>43-48 months = 40 points<br>49 + months = 50 points | 50                       |                         |
| RT3  | The Bidder should demonstrate for each proposed resource that they have a minimum 2 years using advanced spreadsheet functions such as pivot tables, text and data functions and VLOOKUP.<br><br>24-30 months = 5 points<br>31-36 months = 10 points<br>37-42 months = 15 points<br>43-48 months = 20 points<br>49 + months = 25 points                 | 25                       |                         |



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|               |   |            |            |
|---------------|---|------------|------------|
| <b>RT4</b>    | <p>The Bidder should demonstrate for each proposed resource their ability to participate in large system transition to new platform, particularly in the areas of user acceptance testing (UAT), quality assurance (QA) verification of data migration, management and partner communications, and documentation of reported problems.</p> <p>20 points will be allocated for each of the five (5) demonstrated abilities to an overall total of 100 points</p> | <b>100</b> |            |
| <b>RT5</b>    | <p>The Bidder should demonstrate for each proposed resource that they have a minimum of twelve (12) months of experience configuring and running link checking reports using custom or open source tools such as Integrity, Rational Policy Tester, Link Sleuth, W3C Link validation tool etc..</p> <p>Less than 12 months = 0 points<br/>12 months + = 25 points</p>   | <b>25</b>  |            |
| <b>RT6</b>    | <p>The Bidder should demonstrate for each proposed resource that they have the knowledge and experience of a minimum twenty four (24) months in managing information in accordance with the Government of Canada Information Management and Privacy Policy.</p> <p>Less than 24 months = 0 points<br/>24 months + = 50 points</p>   | <b>50</b>  |            |
| <b>RT7</b>    | <p>The Bidder should demonstrate for each proposed resource that they have a minimum of 2 years' experience coding and publishing content to an external facing Government of Canada Web site in accordance with Treasury Board Web Usability and Accessibility standards and policy.</p> <p>24-30 months = 5 points<br/>31-36 months = 10 points<br/>37-42 months = 15 points<br/>43-48 months = 20 points<br/>49 + months = 25 points</p>                     | <b>25</b>  |            |
| <b>RT8</b>    | <p>The Bidder should demonstrate for each proposed resource that they have a minimum of three (3) years' experience in performing a variety of network problem analysis and monitoring tasks, monitor network management systems and responding appropriately to user requests and problems.</p> <p>36-42 months = 10 points<br/>43-48 months = 20 points<br/>49-60 months = 30 points<br/>61-66-months = 40 points<br/>67 + months = 50 points</p>             | <b>50</b>  |            |
| <b>RT9</b>    | <p>The Bidder should demonstrate for each proposed resource that they have a minimum of twelve (12) months experience producing and analysing reports to satisfy content quality management requirements in a multi-jurisdictional partnership.</p> <p>Less than 12 months = 0 points<br/>12 months + = 25 points</p>   | <b>25</b>  |            |
| <b>Total:</b> |   | <b>450</b> | <b>315</b> |



#### **4.0 MANDATORY FINANCIAL CRITERIA**

Bids must meet the mandatory financial criteria specified in the table inserted below.

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

| <b>Reference</b> | <b>Mandatory Requirement</b>   |
|------------------|--|
| <b>MF1</b>       | The total bid price in the financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods, which must not to exceed \$550,000.00 excluding applicable taxes. Provide full cost breakdown as per Annex B – Basis of Payment and Attachment 3.1 – Pricing Schedule. |



## PART 5 – CERTIFICATIONS

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

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

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

### 3. CERTIFICATIONS REQUIRED WITH BID

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

#### a. Declaration of Convicted Offences

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

### 4. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

#### a. Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page) website. ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)).

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.

### 3. ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

#### a. Professional Services Resources

- i. 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.
  - A. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.



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- B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation’s evaluation criteria.
- ii. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- iii. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada’s knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
  - A. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
  - B. the name, qualifications and experience of a proposed replacement immediately available for work; and
  - C. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

  - A. set aside the bid and give it no further consideration; or
  - B. evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.
- iv. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**b. Certification of Language - Bilingual 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 both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and 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.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



## PART 6 – SECURITY REQUIREMENTS

### 1. SECURITY REQUIREMENT

- a. At the date of bid closing, the following conditions must be met :
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
  - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement 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. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

## PART 7 – RESULTING CONTRACT CLAUSES

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

### 1. REQUIREMENT

- a. **[TO BE ENTERED 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.
- b. **Client(s):** Under the Contract, the "**Client**" is Innovation, Science and Economic Development Canada.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any 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 Term:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
  - i. Any reference to an Identified User is a reference to the Client.
  - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
  - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 2. 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 (excluding Applicable Taxes); and
  - ii. "**Minimum Contract Value**" means 5 % of the Maximum Contract Value on the date the contract is first issued.
- 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.



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

### **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-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

a. **General Conditions :**

[2035](#) (2016-04-04), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
  5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
    - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
    - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
  6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- b. **Supplemental General Conditions:**  
The following Supplemental General Conditions:
- i. [4006](#) (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground In-formation.

### **4. SECURITY REQUIREMENT**

The following Security Requirement (SRCL and related clauses) applies to the Contract.

#### **Security Requirement for Canadian Supplier: PWGSC File # Common-PS SRCL#2**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, 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/Offeror 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/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:





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- a. Security Requirements Check List and security guide (if applicable), attached at Appendix C;
- b. *Industrial Security Manual* (Latest Edition).

**5. 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 **[TO BE ENTERED AT CONTRACT AWARD]**; 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 periods 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 Terms of Payment.
  - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

**6. AUTHORITIES**

a. **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Chantal Lafleur

Title: Senior Contracts and Procurement Advisor

Organization: Corporate Finance Systems and Procurement Branch

Address: 235 Queen Street, Ottawa, ON, K1A 0H5

Telephone: 613-990-5937

E-mail address: Chantal.lafleur2@canada.ca

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

b. **Technical Authority**

*[To be provided at time of Contract award]*

The Technical Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

E-mail address:

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

c. **Contractor's Representative**

*[To be provided at time of Contract award]*

Name:

Title:



Telephone:  
E-mail address:

## 7. 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.

## 8. PAYMENT

### a. Basis of Payment

- i. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Appendix B, Terms of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday  
Estimated Cost: *[\$To be provided at time of Contract award]*
- ii. **Applicable Taxes:**  
Estimated Cost: *[\$To be provided at time of Contract award]*
- iii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

### b. Limitation of Expenditure

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- iii. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - A. It is 75 percent committed, or
  - B. 4 months before the Contract expiry date, or
  - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.



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- 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. **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;
  - iii. the Work performed has been accepted by Canada.
- d. **Time Verification**

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

## **9. 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.
- 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 Terms of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original and two copies of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

## **10. CERTIFICATIONS**

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

## **11. APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province [To be provided at time of Contract award].

## **12. 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:



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- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
  - i. [4006](#) (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground In-formation;
- c. General Conditions [2035](#) (2016-04-04), General Conditions – Higher Complexity - Services;
- d. Appendix A, Statement of Work;
- e. Appendix B, Terms of Payment;
- f. Appendix C, Security Requirements Check List;
- g. the Contractor's bid dated **[To be provided at time of Contract award]**.

**13. FOREIGN NATIONALS (CANADIAN CONTRACTOR)**

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

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

**13. [APPLIES IF REQUIRED] FOREIGN NATIONALS (FOREIGN CONTRACTOR)**

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

**14. INSURANCE REQUIREMENTS**

**A. Compliance with Insurance Requirements**

1. 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.
2. 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.
3. 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**

1. 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.
2. 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.



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- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

**C. Errors and Omissions Liability Insurance**

- 1. 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.
- 2. 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.
- 3. 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.

**15. 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 affecting real or tangible personal property owned, possessed, or occupied by Canada.



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- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

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

**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, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

**16. JOINT VENTURE [TO BE ENTERED AT CONTRACT AWARD, IF APPLICABLE]**

- 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].*



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

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

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

**Replacement of Specific Individuals**

- 1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - b. security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
  - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or



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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 (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

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

**18. SAFEGUARDING ELECTRONIC MEDIA**

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

**19. 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. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

**20. 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 Terms of Payment and additional security requirements may apply.

**21. 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.

**22. IMPLEMENTATION**

- a. **Finalization of Draft Implementation Plan:** Within ten working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within five (5) working days and resubmit it to Canada for approval.





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- b. **Implementation of Professional Services:** If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than fifteen (15) working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

**23. TRANSITION SERVICES AT END OF CONTRACT PERIOD**

The Contractor agrees to execute the transition tasks identified within Appendix A of the Statement of Work, in the period leading up to the end of the Contract Period, and it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier.



## APPENDIX A - STATEMENT OF WORK

### 1.0 BACKGROUND

Below is a high-level summary of the Initiative and a brief overview of the Technical Overview of the BizPaL System.

#### 1.1 General Overview of BizPaL Initiative

Canadian businesses have repeatedly indicated that the complexity and burden of government regulation negatively impacts their bottom line. Doing business with government is not a straightforward task and businesses find themselves spending too much time complying with government regulations.

To this end, the BizPaL Initiative was created to significantly improve the experience of businesses dealing with multiple governments and to serve as a model for similar collaborative efforts between governments in the future.

BizPaL is an online tool which provides business clients with a customized, integrated list of permits, licences, and other permission-based requirements to start or grow a business in Canada. The service provided integrates permit and licence information from all levels of government and makes it readily accessible to clients for their individual needs using multiple access points: no “wrong door.”

From pilot project to national roll-out, the quantity of participants is growing continuously; currently there are 13 provinces and territories and over 913 municipalities offering the BizPaL service in their respective jurisdictions. Supplying operational and technical support to this network of partners falls under the responsibility of the National BizPaL Office (NBO) located within the Service Delivery and Partnerships Directorate (SDP) at Innovation, Science and Economic Development Canada (ISED).

#### 1.2 Technical Overview of BizPaL System

The BizPaL Technical Platform consists of several elements including:

##### 1.3 Data Administration Module

Business permits and licences information is entered into the central BizPaL database via the administration module. The tool also allows partners to enter new and modify/update existing information as required. To facilitate the search and retrieval of permits and licences, partners can also apply the appropriate Meta Data using the same application. A permissions based user account system allows for partners to assume direct control over and responsibility for their own information.

##### 1.4 Business Client Experience

BizPaL has been designed to deliver information through the web sites of all participating jurisdictions, rather than through one central portal. Once the relevant permit and licence data is collected from all the active partner jurisdictions and stored in the central database, the permit and licence information a particular client requires may be retrieved from the database and presented to the client on any web asset offering the BizPaL service (i.e. bizpal.ca, provincial, territorial and municipal web sites, canadabusiness.ca, and the like) Clients are able to use the service through a variety of access points, each including its own branding and visual identity; thereby, reinforcing to end-users that all of the participating jurisdictions have been integral in developing the BizPaL service.

The delivery of BizPaL is contingent on a Web Services model which allows diverse organizations to exchange information over the Internet using industry standard technology. In the case of BizPaL, allows partners and other data consumers to display the information on their respective web assets.

##### 1.5 Partner Extranet



A web site used to share information across the partnership.

### **1.6 BizPaL Internet Site**

A web site used to provide the public with information about BizPaL.

### **1.7 BizPaL Ticket Tracking System**

A system used to log, track and report on client and partner requests.

### **1.8 Google Analytics**

BizPaL uses Google Analytics to measure, collect, analyse and report on internet data for purposes of understanding and optimizing the BizPaL client experience.

## **2.0 OBJECTIVES**

The BizPaL partnership is supported by formal agreements that describe the roles and responsibilities of the various stakeholders. These agreements highlight that the NBO must provide centralized support functions to the partnership network to ensure accountability for the quality of information, sustainability of the service, and ongoing co-operation in the delivery and expansion of the service. The procurement of professional services to supply the resource necessary to help fulfill the obligation and to meet the aforementioned objectives must be performed and managed by ISED.

## **3.0 SCOPE OF WORK**

**3.1** The role of the BizPaL Help Desk / Partner Support Administrator (PSA) is to provide essential support to the hundreds of participating BizPaL partners and the NBO, including its extended project team. This role encompasses many different activities and responsibilities. As the BizPaL PSA, the resource will be required to coordinate and respond to problems and enquiries raised by the partners and the end-users of BizPaL. As the single point-of-contact, the PSA will provide end-to-end service, logging, tracking, resolving and reporting help desk trouble tickets and other service requests. Although the tickets or information requests may need to be referred or escalated to other specialized NBO staff for resolution, the PSA will be responsible for monitoring the progress and eventual closure of all tickets coming through the single point-of-contact.

In conjunction with the help desk services, the resource will also be asked to provide administrative and technical support as required to the NBO project team as well as lead and participate in other activities supporting partners. The detailed tasks are outlined in tables below in the Project Details section. They have been categorized by the following groups:

- Help Desk and Service Request Support
- Training
- Partner Self-Service Promotion
- End-user Account Management
- External Monitoring of BizPaL Performance and Utilization
- BizPaL Testing
- Content Quality Management and Information Management
- Web Publishing
- Analysis & Reporting

### **3.2 Deliverables**



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The PSA will also be required to perform the various duties in accordance with Government of Canada (GoC), departmental and BizPaL Initiative operational policies and standards. These include such policies as the [GoC Information Management \(IM\) Policy](#), [Official Languages Act](#), BizPaL Partner Support Administration Service Level Standards and other NBO specific policies and procedures.

The expected deliverables are as follows:

1. Partner support enquiries have been responded to and managed in accordance with the established NBO service level standards;
2. Work is completed in accordance with established and evolving operational policies and procedures and within expected timeframes assigned by the project manager;
3. Mandatory reports have been produced, adhering to the prescribed report schedules (bi-monthly, monthly, quarterly & annually);
4. BizPaL documentation is filed and stored in accordance with GoC and ISSED IM policy.

Other than pre-established reporting schedules, work deadlines will be driven by the operational policy relating to the PSA function and by the project manager. There will be no travel requirement for the consultant to complete the work of the PSA.

The PSA will be required to perform the duties in both official languages.

Deliverables are to be provided in electronic format and in the appropriate Microsoft Office format – Microsoft Word, Microsoft Excel, Microsoft Project, or Microsoft PowerPoint.

**4.0 PROJECT DETAILS**

The PSA will be required to work on-site at 235 Queen Street. An office will be provided, in a shared accommodation space reserved for consultants. The expectation is that the consultant will work 40 hours per week, beginning at 7:30 AM Eastern Standard Time (EST) to perform the following tasks on an on-going basis:

Table 1. Help Desk and Service Request Support

**General Responsibilities:**

1. Act as the first point of contact for BizPaL partner and business client support enquiries following established procedures (i.e. recording, assigning, escalating tracking, responding and closing partner requests).
2. Resolve issues and assign more complex problems to appropriate team members, tracking the resolution of issues in accordance with the Service Level Standards defined by the NBO.
3. Monitor emails sent to [support@bizpal.ca](mailto:support@bizpal.ca) and [bizpal-perle@ic.gc.ca](mailto:bizpal-perle@ic.gc.ca) and either respond directly to the partner or client, or redirect elsewhere within NBO as required.
4. Maintain and update configurations to ticket system implemented to track requests, enquiries and problems.
5. Draft and disseminate communication on root cause of incidents, status of corrective measures, and resolution of problems impacting all partners.
6. Assist partners or their web developers to setup and test the BizPaL client application on partner websites and troubleshoot problems with existing code on those sites.
7. Attend BizPaL operational committee meetings and present important issues regarding the Partner Support Service as required.

Table 2. Training

**General Responsibilities:**

1. Develop necessary training materials required to execute formal training sessions to partners.



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2. Provide training and partner support on various components/modules of the BizPaL system, including but not limited to:
  - BizPaL Client Interface
  - Data Administration Module
  - Google Analytics
  - Partner Extranet
  - BizPaL Internet Site
  - BizPaL Ticket Tracking System
3. Update existing training documentation and wiki articles to reflect modifications to the system.
4. Coordinate language translation.
5. Publish finalized training material in both official languages to partner extranets and wiki space and store copies on the departmental shared drive.

Table 3. Partner Self-Service Promotion

**General Responsibilities:**

1. Conduct analysis of enquiries to determine potential Wiki articles or continuous improvement recommendations promoting self-service by the BizPaL partners.
2. Maintain BizPaL Support Wiki as required (i.e., new articles, update existing articles, user access, etc.).

Table 4. End-user Account Management

**General Responsibilities:**

1. Perform administration services such as creating, changing and deleting end-user accounts profiles for several tools and applications utilised to support the partnership network. These include but are not limited to the following:
  - BizPaL Administration Module
  - Partner Web Site
  - BizPaL Wiki
  - External monitoring service
  - Google Analytics
  - BizPaL Ticket Tracking System
2. Troubleshoot various problems reported by partners relating to end-user account profiles.

Table 5. External Monitoring of BizPaL Performance and Utilization

**General Responsibilities:**

1. Monitor email alerts from external monitoring services indicating a problem with the BizPaL administration module, client application or Canada Business site and investigate any alerts received.
2. Configure and modify BizPaL application performance profiles on external monitoring services.
3. Track and investigate external monitoring services notifications indicating performance issues with the BizPaL service.
4. Aggregate and analyze raw data to create performance charts included in the quarterly "Partner Support Administration and System Availability Report".
5. Configure and modify BizPaL accounts, monitoring profiles and content segments in Google Analytics for partners.
6. Provide advice to partners on the set-up and use of Google Analytics.



Table 6. BizPaL Testing

**General Responsibilities:**

1. Conduct user acceptance testing (UAT) of hot fixes, bugs, enhancements and other continuous improvement adjustments using multiple browsers following test plan instructions.
2. Report testing anomalies to the identified ISED personnel.

Table 7. Content Quality Management and Information Management

**General Responsibilities:**

1. Run script for broken links report to validate hypertext links in the BizPaL database.
2. Communicate availability of broken links report to partnership network.
3. Publish the broken links report to the BizPaL Partner Web site.
4. Verify links to federal content and partners' sites weekly, research alternatives to broken links and update as required.
5. Assist partners in other content quality management and data clean-up activities (i.e. removing duplicate records, updating records, application of Meta Data elements, reporting and analysis of broken link reports etc.).
6. Assist in the management of BizPaL documentation throughout the life-cycle of the information, performing such tasks as developing, maintaining, filing and archiving project documentation on multiple BizPaL communications tools available in multiple formats. Documentation includes, but is not limited to the following:
  - a. Correspondence;
  - b. Training manuals;
  - c. Performance and status reports;
  - d. Project schedules; and
  - e. Presentations.

Table 8. Web Publishing

**General Responsibilities:**

1. Add or update links to partners' client application pages as required on the BizPaL Initiative and the ISED departmental sites.
2. Publish content developed by the NBO marketing team on the BizPaL Initiative and the ISED departmental sites.
3. Act as point of contact with the departmental Chief Informatics Office (CIO) regarding updates and information about modifications to the departmental CMS application.
4. Post documents supporting the BizPaL governance on the Partner Extranet.
5. Publish reports and monthly participation progress reports to the Partner Extranet.

Table 9. Analysis & Reporting

**General Responsibilities:**

1. Analyse raw data from various sources to complete quarterly reports on the utilization of the BizPaL Partner Support Service and a brief overview of the performance of the service, in accordance with the Service Level Standards.
2. Update database of participating partners and extract the necessary reporting information as required for the growth progress chart provided to the BizPaL governance on a monthly basis.
3. Conduct Partner Satisfaction Survey, analyse the feedback and synthesize the results to be added to the annual performance report.
4. Draft, modify and coordinate translation of approved quarterly performance reports.



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- 5. Provide weekly report of the status of outstanding tickets open in the system to the project manager.
- 6. Produce ad-hoc reports and conduct analysis on those reports using Microsoft Excel functions including, but not limited to VLOOKUP and pivot tables, to satisfy requests from partners and the project manager.

The PSA will be given the necessary standard set of equipment and tools defined by the department as well as access to additional open-source Web-based tools, office suites and software required to perform this function successfully. These include but are not limited to the following:

| <b>Tool Type</b>      | <b>Tools</b>   |
|-----------------------|--|
| Standard Office Suite | Internet Explorer & MS Office  |
| Open Source Web-based | BizPaL Wiki, CamStudio, VirtualDub, Integrity, Xenu & Link Sleuth  |
| Licensed Software     | external monitoring services, Camtasia, CMS (powering the BizPaL Partner Extranet, BizPaL.ca & Canada Business administration modules) Microsoft Office & Microsoft Outlook & Ticket Tracking System |

**5.0 OFFICIAL LANGUAGES**

The Department has an obligation to respect the spirit and the letter of the Official Languages Act. It is therefore, imperative that the Bidder's resource(s) are fluent in both official languages in order to communicate verbally and in writing in the preferred official language of the client.

**6.0 CONSTRAINTS**

Not applicable

**7.0 CLIENT SUPPORT**

Not applicable

**8.0 TRAVEL**

There is no travel associated with this requirement.

**9.0 WORK LOCATION**

The contractor will carry out the work on Innovation, Science and Economic Development Canada premises located at 235 Queen Street, Ottawa, Ontario.

**10.0 INTELLECTUAL PROPERTY**

Contractor to Own Intellectual Property Rights in Foreground In-formation.



## ATTACHMENT A.1 TO APPENDIX A

### RESOURCE CATEGORIES RESPONSIBILITIES

#### B.10 Help Desk Specialist

##### Experience Levels

- Level 3: 10+ years of experience

##### Responsibilities could include but are not limited to:

- Perform a variety of network problem analysis and monitoring tasks, monitor network management systems and respond appropriately to user requests and problems
- Perform initial problem analysis and triage problem to other appropriate staff when appropriate.
- Maintain liaison with network users and technical staff to communicate the status of problem resolution to network users; log and track requests for assistance.
- Develop, implement, and/or participate in the preparation of procedure manuals and documentation for help desk use; conduct periodic user satisfaction surveys and track user problem trends; make recommendations for improvements to the network systems and create reports based on information provided from user surveys and trends.
- Develop, implement, and/or participate in the distribution of network related information to users to include information such as help desk procedures and network handbooks.
- Participate in the development of a comprehensive training plan for help desk procedures; assist in training personnel providing backup coverage.
- Participate in on-site installations of network systems for users.
- Perform other related duties incidental to the work described herein.





**APPENDIX B – TERMS OF PAYMENT**

**1. Terms of Payment**

Her Majesty the Queen in right of Canada agrees to pay the Contractor a sum not to exceed \$ (will be completed at contract award), plus applicable taxes, for the work performed as outlined in the Statement of Work (Appendix A).

**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 of annual leave, statutory holidays and sick leave. Time worked (“days worked” in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked}}{7.5 \text{ hours per day}} \times \text{per Diem rate}$$

**3. Overtime Work:**

All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

**4. Basis of Payment**

**4.1 Contract Period (From \_\_\_\_ to \_\_\_\_)** (to be provided at contract award)

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

Category of Personnel: Help Desk Specialist  
Level of Expertise: Level 3  
Name of Proposed Resource:  
Number of Days:  
Firm per Diem Rate:  
Total Cost:

**Total Estimated Cost - Contract Period (applicable taxes excluded): \$** (to be provided at contract award)

**4.2 Option Period One (From \_\_\_\_ to \_\_\_\_)** (to be provided at contract award)

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

Category of Personnel: Help Desk Specialist  
Level of Expertise: Level 3  
Name of Proposed Resource:  
Number of Days:  
Firm per Diem Rate:  
Total Cost:

**Total Estimated Cost – Option Period One (applicable taxes excluded): \$** (to be provided at contract award)



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**4.3 Option Period Two (From \_\_\_\_ to \_\_\_\_)** *(to be provided at contract award)*

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

Category of Personnel: Help Desk Specialist

Level of Expertise: Level 3

Name of Proposed Resource:

Number of Days:

Firm per Diem Rate:

Total Cost:

**Total Estimated Cost – Option Period Two (applicable taxes excluded): \$** *(to be provided at contract award)*



**APPENDIX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)**

See attached SRCL # 2 in PDF format.



**ATTACHMENT 3.2 - BID SUBMISSION FORM**

| <b>BID SUBMISSION FORM</b>  |   |  |
|---|---|--|
| <b>Bidder's full legal name</b>   |   |  |
| <b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>   | Name  |  |
|   | Title   |  |
|   | Address   |  |
|   | Telephone #   |  |
|   | Fax #   |  |
|   | Email   |  |
| <b>Bidder's Procurement Business Number (PBN)</b><br><br>[see the Standard Instructions 2003]<br><br>[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><br>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?<br>Yes ____ No ____<br>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?<br>Yes ____ No ____<br>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant" |  |
| <b>Security Clearance Level of Bidder</b><br><br>[include both the level and the date it was granted]<br><br>[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.]   |   |  |



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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**

|  |
|--|
|  |
|--|