



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: Eric Leroux

**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

**This document contains a
Security Requirement - Ce document
contient une exigence de sécurité**

Issuing Office - Bureau de distribution

Innovation, Science and Economic
Development Canada / Innovation,
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Canada
Contracts & Materiel Management /
Contrats et gestion du matériel
235 rue Queen Street
Ottawa, Ontario, K1A 0H5

Title - Sujet	
BizPaL - Business Transformation Consulting (BTC) Services	
Solicitation No. - N° de l'invitation	Date
IC401697	October 3, 2017
Solicitation Closes - L'invitation prend fin	
at - à 02:00 PM	
on - le October 24, 2017	
Time Zone Fuseau horaire	
Eastern Standard Time (EST)	
F.O.B. - F.A.B.	
Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Inquiries to : Adresser toutes questions à:	
Eric Leroux (eric.leroux@canada.ca)	
Telephone No. - N° de téléphone	
343-291-2925	
Destination – of Goods, Services, and Construction:	
Destination - des biens, services et construction:	

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

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



TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF

BizPaL - Business Transformation Consulting (BTC) Services

FOR

Innovation, Science and Economic Development Canada

IC401697

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.

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 for one (1) year, plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract(s).
- 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:

- 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.3 Business Consultant	3	1
B.1 Business Analyst	2	1
A.14 WEB Developer	2	1
I.4 Database Modeller / IM Modeller	2	1

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-](https://buyandsell.gc.ca/policy-)



[and-guidelines/standard-acquisition-clauses-and-conditions-manual](#)) issued by Public Works and Government Services Canada (PWGSC).

- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2017-04-27) 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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**



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

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-cqf/business-affaire/qcp-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: _____

Date of Birth: _____

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 résumés for the resources, per Resource Category, as identified in the bid solicitation. The same individual must not be proposed for more 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. 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. The estimated level of effort provided below will be used to calculate the overall price to be considered as the financial bid. **For this purpose, only the rates and total cost for the initial contract period will be used. The rates for the optional periods will not be considered.**



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.3 Business Consultant		100	\$ _____	\$ _____
B.1 Business Analyst		100	\$ _____	\$ _____
A.14 WEB Developer		100	\$ _____	\$ _____
I.4 Database Modeller / IM Modeller		100	\$ _____	\$ _____
Total Price Initial Contract Period				\$ _____

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.3 Business Consultant		100	\$ _____	\$ _____
B.1 Business Analyst		100	\$ _____	\$ _____
A.14 WEB Developer		100	\$ _____	\$ _____
I.4 Database Modeller / IM Modeller		100	\$ _____	\$ _____
Total Price Option Period 1				\$ _____

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.3 Business Consultant		100	\$ _____	\$ _____
B.1 Business Analyst		100	\$ _____	\$ _____
A.14 WEB Developer		100	\$ _____	\$ _____
I.4 Database Modeller / IM Modeller		100	\$ _____	\$ _____
Total Price Option Period 2				\$ _____

Total Bid Price	
Initial Contract Period + Option Period 1 + Option Period 2 (plus applicable taxes)	\$ _____

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES



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



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- 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%)

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



ATTACHMENT 4.1: BID EVALUATION CRITERIA

1.0 MANDATORY TECHNICAL CRITERIA

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

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.

CRITERIA #	REQUIRED SUPPORTING
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	MANDATORY CRITERIA	INFORMATION
CORPORATE REQUIREMENT		
<p>M1</p>	<p>The Bidder must provide two (2) corporate project references within the last five (5) years for successful <u>unique and separate organizational</u> Government of Canada (GoC) client department/agency/crown corporation or provincial government ministry contracts or large city municipal contracts relating to on-line service delivery.</p> <p>The following contract parameters must be cited for each of the corporate references:</p> <ul style="list-style-type: none"> • Each contract cited must include resources to be provided to the client on “as and when” needed basis; • Each client contract cited must have a minimum duration of six (6) months; and • Each contract cited must include the following information: <ul style="list-style-type: none"> ○ the client organization; ○ the contract number; ○ contract start and end dates (DD/MM/YYYY to DD/MM/YYYY); ○ a brief project description; ○ the employee name, title and telephone number and/or email address of the client’s project and/or technical authority. 	<p>Provide examples of corporate references for which the Bidder provided 2 separate and distinct organization reference contracts for Government of Canada (GoC) departments and/or agencies and/or crown corporations and/or large city municipal government contracts relating to on-line service delivery.</p>



CRITERIA #	MANDATORY CRITERIA Stream 4/Business Services Class – Business Analyst – level 2.	REQUIRED SUPPORTING INFORMATION
RESOURCING REQUIREMENTS		
M2	<p>The proposal must also demonstrate that the proposed resource possesses the qualifications specified in the TBIPS SA by providing a detailed résumé stating the proposed individual's work experience and other relevant details, which clearly indicate that the individual meets the minimum years of related experience as outlined in the TBIPS:</p> <p>Stream 4/Business Services Class – resource category description for a Business Analyst – level 2.</p> <p>The proposed resource must have greater than (>) eight (8) years professional work experience as a Business Analyst similar to the tasks and services outlined in Annex A – Statement of Work.</p>	<p>Provide examples of projects for which the proposed resources have professional work experience for each stream.</p> <p>The sum of all the examples must exceed eight (8) years.</p>
M3	<p>The Bidder must provide two (2) client references within the last seven (7) years for separate and distinct contracts where the proposed resource in the role of a business analyst performed tasks and services similar to that outlined in Annex A – Statement of Work.</p> <p>Notes:</p> <ul style="list-style-type: none"> • In the event that the proposed resources have been contracted to the same organization within the last seven (7) year period then two (2) separate project references will be accepted. • Each client reference cited must have a duration greater than three (3) months. 	<p>Provide examples of 2 client references for which the proposed resource performed business analyst tasks and services similar to that outlined in Annex A – Statement of Work.</p>



	<p>Each client reference cited must include the following information:</p> <ul style="list-style-type: none">• the client organization;• the project name;• contract start and end dates;• level of work effort;• a brief description of the work performed; and• the client<ul style="list-style-type: none">○ (employee) name,○ title○ telephone number and/or email address of the client's technical/project authority or authorized representative.	
M4	<p>The proposal must also demonstrate the proposed resource must have eight (8) years professional work experience within the last twelve (12) years performing business analysis to define and document business needs and objectives into functional requirements.</p>	<p>Provide examples of projects for which the proposed resource demonstrated performing business analysis to define and document business needs and objectives into functional requirements.</p> <p>In each project cited in the proposed resource's résumé, the Bidder must outline the techniques/methods used for eliciting, collecting and documenting the functional requirements.</p>
M5	<p>The Bidder must demonstrate the proposed resource must have eight (8) years professional work experience within the last twelve (12) years communicating with stakeholders to gather user requirements.</p>	<p>Provide examples of projects for which the proposed resource demonstrated experience communicating with stakeholders to gather user requirements.</p> <p>In each project cited in the proposed resource's résumé, Bidders must outline the steps taken when planning the communications to gather user requirements.</p>



CRITERIA #	MANDATORY CRITERIA Stream 4/Business Services Class – resource category description for a Business Consultant – level 3.	REQUIRED SUPPORTING INFORMATION
RESOURCING REQUIREMENTS		
M6	<p>The proposal must also demonstrate that the proposed resource possesses the qualifications specified in the TBIPS SA by providing a detailed résumé stating the proposed individual's work experience and other relevant details, which clearly indicate that the individual meets the minimum years of related experience as outlined in the TBIPS:</p> <p>Stream 4/Business Services Class – resource category description for a Business Consultant– level 3.</p> <p>The proposed resource must have greater than (>) ten (10) years professional work experience as a Business Consultant similar to the tasks and services outlined in Annex A – Statement of Work.</p>	<p>Provide examples of projects for which the proposed resource has professional work experience for each stream.</p> <p>The sum of all the examples must exceed 10 years.</p>
M7	<p>The Bidder must provide two (2) client references within the last seven (7) years for separate and distinct Government of Canada (GoC) departments and/or agencies and/or crown corporations and/or large city municipal government contracts where the proposed resources in the role above mentioned performed tasks and services similar to that outlined in Annex A – Statement of Work.</p> <p>Notes:</p> <ul style="list-style-type: none"> In the event that the proposed resources have been contracted to the same Government of Canada (GoC) departments and/or agencies and/or crown corporations and/or large city municipal government within the last seven (7) year period then two (2) separate project references 	<p>Provide examples of 2 client references for which the proposed resource performed business consultant tasks and services similar to that outlined in Annex A – Statement of Work.</p>



	<p>will be accepted.</p> <ul style="list-style-type: none"> Each client reference cited must have a duration greater than six (6) months. <p>Each client reference cited must include the following information:</p> <ul style="list-style-type: none"> the client organization; the project name; contract start and end dates; level of work effort; a brief description of the work performed; and the client <ul style="list-style-type: none"> (employee) name, title telephone number and/or email address of the client's technical/project authority or authorized representative. 	
M8	The proposed resource in the role of a Business Consultant must have a minimum of ten (10) years professional work experience within the last fifteen (15) years performing business consulting services to define business strategies and objectives.	To provide context, bidders must ensure that they provide a description of the stated criterion through examples of projects for which the proposed resource demonstrated performing business consulting services to define business strategies and objectives.
CRITERIA #	MANDATORY CRITERIA Stream 1: Applications Services – resource category description for a Web Developer – level 2.	REQUIRED SUPPORTING INFORMATION
RESOURCING REQUIREMENTS		
M9	<p>The proposal must also demonstrate that the proposed resources possess the qualifications specified in the TBIPS SA by providing a detailed résumé stating the proposed individual's work experience and other relevant details, which clearly indicate that the individual meets the minimum years of related experience as outlined in the TBIPS:</p> <p>Stream 1: Applications Services – resource category description for a Web</p>	<p>Provide examples of projects for which the proposed resources have professional work experience for each stream.</p> <p>The sum of all the examples must exceed 8 years.</p>



	<p>Developer– level 2.</p> <p>The proposed resource must have greater than (>) eight (8) years professional work experience as a Web Developer in an IM/IT environment similar to the tasks and services outlined in Annex A – Statement of Work.</p>	
<p>M10</p>	<p>The Bidder must provide two (2) client references within the last seven (7) years for separate and distinct contracts where the proposed resources in the role of a Web developer performed tasks and services similar to that outlined in Annex A – Statement of Work.</p> <p>Notes:</p> <ul style="list-style-type: none"> • In the event that the proposed resources have been contracted to the same Government of Canada (GoC) departments and/or agencies and/or crown corporations and/or large city municipal government organization within the last seven (7) year period then two (2) separate project references will be accepted. • Each client reference cited must have a duration greater than three (3) months. <p>Each client reference cited must include the following information:</p> <ul style="list-style-type: none"> • the client organization; • the project name; • contract start and end dates; • level of work effort; • a brief description of the work performed; and • the client <ul style="list-style-type: none"> ○ (employee) name, ○ title ○ telephone number and/or email address of the client's technical/project authority or authorized representative. 	<p>Provide examples of 2 client references for which the proposed resource from Stream 1: Applications Services – resource category description for a Web Developer– level 2 performed web developer tasks and services similar to that outlined in Annex A – Statement of Work.</p>



M11	The Bidder must demonstrate the proposed resource must have eight (8) years professional work experience within the last twelve (12) years performing Object Oriented programming in PHP within an IM/IT environment.	Provide examples for which the proposed resource demonstrated experience performing Object Oriented programming in PHP within an IM/IT environment. In each project cited in the proposed resource's résumé, Bidders must provide a brief summary of the programs developed.
M12	The Bidder must demonstrate the proposed resource must have eight (8) years professional work experience within the last twelve (12) years developing client-centric website functionality to optimize usability and accessibility.	Provide examples for which the proposed resource demonstrated experience developing client-centric website functionality to optimize usability and accessibility. In each project cited in the proposed resource's résumé, Bidders must provide a brief summary of the methods used to produce usable and accessible websites.
CRITERIA #	MANDATORY CRITERIA Stream 3: IM/IT Services – resource category description for a Database Modeller / IM Modeller – level 2.	REQUIRED SUPPORTING INFORMATION
RESOURCING REQUIREMENTS		
M13	The proposal must also demonstrate that the proposed resources possess the qualifications specified in the TBIPS SA by providing a detailed résumé stating the proposed individual's work experience and other relevant details, which clearly indicate that the individual meets the minimum years of related experience as outlined in the TBIPS: Stream 3: IM/IT Services – resource category description for a Database Modeller	Provide examples of projects for which the proposed resources have professional work experience for each stream. The sum of all the examples must exceed 8 years.



	<p>/ IM Modeller – level 2.</p> <p>The proposed resource must have greater than (>) eight (8) years professional work experience as a Database Modeller / IM Modeller in an IM/IT environment similar to the tasks and services outlined in Annex A – Statement of Work.</p>	
<p>M14</p>	<p>The Bidder must provide two (2) client references within the last seven (7) years for separate and distinct contracts where the proposed resources in the role of a Database modeler / IM modeller performed tasks and services similar to that outlined in Annex A – Statement of Work.</p> <p>Notes:</p> <ul style="list-style-type: none"> • In the event that the proposed resources have been contracted to the same Government of Canada (GoC) departments and/or agencies and/or crown corporations and/or large city municipal government organization within the last seven (7) year period then two (2) separate project references will be accepted. • Each client reference cited must have a duration greater than three (3) months. <p>Each client reference cited must include the following information:</p> <ul style="list-style-type: none"> • the client organization; • the project name; • contract start and end dates; • level of work effort; • a brief description of the work performed; and • the client <ul style="list-style-type: none"> ○ (employee) name, ○ title ○ telephone number and/or email address of the client's technical/project authority or authorized representative. 	<p>Provide examples of 2 client references for which the proposed resource from Stream 3: IM/IT Services – resource category description for a Database Modeller / IM Modeller – level 2 performed database modeler / IM modeller tasks and services similar to that outlined in Annex A – Statement of Work.</p>
<p>M15</p>	<p>The Bidder must demonstrate the proposed resource must have eight (8) years</p>	<p>Provide examples for which the proposed resource demonstrated</p>



	<p>professional work experience within the last twelve (12) years generating Information Management (IM) enhancement solution options to improve online service delivery.</p> <p>Definition: A client-centric online service delivery project is defined as a project where functionality is implemented to enable users to complete their tasks using Web sites and/or Web applications accessed through desktops and/or mobile devices.</p>	<p>experience generating IM enhancement solution options to improve online service delivery.</p> <p>In each project cited in the proposed resource's résumé, Bidders must provide a brief description of the methods used to generate the IM enhancement solution options to improve online service delivery.</p>
M16	<p>The Bidder must demonstrate the proposed resource must have eight (8) years professional work experience within the last twelve (12) years analysing requirements for descriptive metadata as inputs to data/content modelling and development.</p>	<p>Provide examples for which the proposed resource demonstrated experience analysing requirements for descriptive metadata as inputs to data/content modelling and development.</p> <p>In each project cited in the proposed resource's résumé, Bidders must provide a brief summary of the process by which the requirements analysis was performed.</p>

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.



Criteria #	POINT RATED CRITERIA Stream 4/Business Services Class – resource category description for a Business Analyst – level 2.	Required Supporting Information	Max Points
PR1	<p>Demonstrated professional work experience within the last ten (10) years developing five (5) of the following business deliverables:</p> <ul style="list-style-type: none"> a. Project plan – 2 points b. Project scope – 2 points c. Stakeholder engagement communications plan – 2 points d. User stories – 2 points e. Options analysis – 2 points f. Impact assessment – 2 points g. Risk assessment – 2 points h. Implementation plan – 2 points i. Testing plan – 2 points <p>Notes:</p> <ul style="list-style-type: none"> • Each bullet cited within a project in the résumé must follow the following format (PR1a to PR1i). • Each project cited must have a duration of greater than three (3) months • Each deliverable cited must have been completed within the last ten (10) years. 	<p>Provide examples of projects for which the proposed resource demonstrated professional developing 5 of the IM/IT business deliverables.</p> <p>In each project cited in the proposed resource's résumé, Bidders must provide context of how each of the IM/IT business deliverables were developed and for what purpose.</p>	10 points
PR2	<p>The Bidder should demonstrate the proposed resource has professional work experience developing user acceptance criteria.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Each project cited must have a minimum duration of three (3) months. <p>4 or more projects = 4 points</p> <p>3 projects = 3 points</p>	<p>Provide examples of projects for which the proposed resource demonstrated experience developing user acceptance criteria.</p> <p>In each project cited in the proposed resource's résumé, the Bidder must include a brief summary of the user acceptance criteria developed.</p>	4 points



	<p>2 projects = 2 points</p> <p>1 project = 1 points</p>		
PR3	<p>The Bidder should demonstrate that the proposed resource has project experience developing business and/or system use cases.</p> <p>Note: Each project cited must have a minimum duration of three (3) months.</p> <p>4 or more projects = 4 points</p> <p>3 projects = 3 points</p> <p>2 projects = 2 points</p> <p>1 project = 1points</p>	<p>Provide examples of projects for which the proposed resource demonstrated experience developing business and/or system use cases.</p> <p>In each project cited in the proposed resource's résumé, Bidders provide a brief summary of the system and/or business use cases.</p>	4 points
PR4	<p>Demonstrated professional work experience as a Business Analyst working on a client-centric online service delivery.</p> <p>2 or more projects = 2 points</p> <p>1 project = 1 points</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past ten (10) years. <p>Definition: A client-centric online service delivery project is defined as a project where functionality is implemented to enable users to complete their tasks using Web sites and/or Web applications accessed through desktops and/or mobile devices.</p>	<p>Provide examples of projects for which the proposed resource has professional work experience as a Business Analyst working on a client-centric online service delivery.</p>	2 points



70% Required to pass	= 14 points
Resource Requirements Total	= 20 points

Criteria #	POINT RATED CRITERIA Stream 4/Business Services Class – resource category description for a Business Consultant – level 3.	Required Supporting Information	Max Points
PR5	<p>Demonstrated professional work experience as a Business Consultant developing and implementing performance measurement frameworks and processes.</p> <p>4 projects = 4 points</p> <p>3 projects = 3 points</p> <p>2 projects = 2 points</p> <p>1 project = 1 points</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past ten (10) years. 	To provide context, bidders must ensure that they detail the stated criterion by providing examples of projects for which the proposed resource demonstrated professional work experience implementing performance measurement framework processes.	4 points
PR6	<p>Demonstrated professional work experience within the last ten (10) years developing ten (10) of the following business deliverables:</p> <ol style="list-style-type: none"> a. Communication plans and strategies– 2 points b. Marketing Materials 2 points c. Business case – 2 points d. Governance processes - 2 points e. Stakeholder engagement strategies– 2 points f. Business transformation strategies – 2 points g. Business strategic objectives – 2 points h. Risk mitigation strategies– 2 points i. Project plans and schedules – 2 	<p>Provide examples of projects for which the proposed resource demonstrated professional developing 10 of the business deliverables.</p> <p>In each project cited in the proposed resource's résumé, Bidders must provide context of how each of the business deliverables were developed and for what purpose.</p>	20 points



	<p>points</p> <p>j. Business transition roadmaps – 2 points</p> <p>k. Project charter – 2 points</p> <p>l. Mission statement – 2 points</p> <p>m. Stakeholder analysis documentation – 2 points</p> <p>n. Performance assessments – 2 points</p> <p>o. Organizational readiness assessment – 2 points</p> <p>p. Gap analysis – 2 points</p> <p>q. Vision statement – 2 points</p> <p>Notes:</p> <p>r. Each bullet cited within a project in the résumé must follow the following format (PR7a to PR7q).</p> <p>s. Each project cited must have a duration of greater than three (3) months</p> <p>t. Each deliverable cited must have been completed within the past ten (10) years.</p>		
<p>PR7</p>	<p>Demonstrated professional work experience as a Business Consultant delivering high level senior management presentations to multi-stakeholder audiences.</p> <p>2 projects = 2 points 1 project = 1 point</p>	<p>Provide examples of projects for which the proposed resource demonstrated professional work experience as a Business Consultant delivering high level senior management presentations to multi-stakeholder audiences.</p>	<p>2 points</p>
<p>PR8</p>	<p>Demonstrated professional work experience developing and conducting proof-of-concept initiatives with client stakeholders that assist in the determination of adopting new technologies and business processes.</p> <p>Note: Each project reference cited must have a work effort of greater than six (6) months.</p> <p>3 projects = 3 points 2 projects = 2 points 1 project = 1 points</p> <p>Note:</p> <ul style="list-style-type: none"> Each project cited must have a 	<p>Provide examples of projects for which the proposed resource has professional work experience developing and conducting proof-of-concept initiatives with client stakeholders that assist in the determination of adopting new technologies and business processes.</p> <p>In each project cited in the proposed resource's résumé, Bidders must</p>	<p>3 points</p>



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	<p>duration of greater than three (3) months.</p> <ul style="list-style-type: none"> Each project cited must have been completed in the past ten (10) years. 	<p>outline how they developed the proof-of-concept initiatives and the how they engaged the stakeholders.</p>	
PR9	<p>Demonstrated professional work experience as a Business Consultant working on a client-centric online service delivery project.</p> <p>2 projects = 2 points 1 project = 1 points</p> <p>Note:</p> <ul style="list-style-type: none"> Each project cited must have a duration of greater than three (3) months. Each project cited must have been completed in the past seven (7) years. <p>Definition: A client-centric online service delivery project is defined as a project where functionality is implemented to enable users to complete their tasks using Web sites and/or Web applications accessed through desktops and/or mobile devices.</p>	<p>Provide examples of projects for which the proposed resource has professional work experience as a Business Consultant working on a client centric online service delivery.</p>	2 points
70% Required to pass			= 21 points
Resource Requirements Total			= 31 points

POINT RATED CRITERIA			
Criteria #	Stream 1: Applications Services – resource category description for a Web Developer– level 2.	Required Supporting Information	Max Points
PR10	The Bidder should demonstrate that the proposed resource has project experience coding HTML/CSS/JavaScript websites and	Provide examples of projects for which the proposed resource	4 points



	<p>components.</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past seven (7) years. <p>4 or more projects = 4 points</p> <p>3 projects = 3 points</p> <p>2 projects = 2 points</p> <p>1 project = 1 points</p>	<p>demonstrated experience coding HTML/CSS/JavaScript websites and components.</p> <p>In each project cited in the proposed resource's résumé, Bidders provide a brief description of the websites and components developed.</p>	
PR11	<p>The Bidder should demonstrate that the proposed resource has project experience using source code version control such as, but not limited to, Git.</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past seven (7) years. <p>4 or more projects = 4 points</p> <p>3 projects = 3 points</p> <p>2 projects = 2 points</p> <p>1 project = 1 points</p>	<p>Provide examples of projects for which the proposed resource demonstrated experience using source code version control such as, but not limited to, Git.</p> <p>In each project cited in the proposed resource's résumé, Bidders provide a brief description of what source code version control was utilized in the project.</p>	4 points
PR12	<p>The Bidder should demonstrate that the proposed resource has project experience developing RESTful Application Programming Interfaces (APIs).</p>	<p>Provide examples of projects for which the proposed resource demonstrated experience developing RESTful Application Programming</p>	4 points



	<p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past seven (7) years. <p>4 or more projects = 4 points</p> <p>3 projects = 3 points</p> <p>2 projects = 2 points</p> <p>1 project = 1 points</p>	<p>Interfaces (APIs).</p> <p>In each project cited in the proposed resource's résumé, Bidders provide a brief description of the APIs developed.</p>	
PR13	<p>The Bidder should demonstrate that the proposed resource has project experience in frontend development using Vue, React, Angular or similar JavaScript frameworks.</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past seven (7) years. <p>4 or more projects = 4 points</p> <p>3 projects = 3 points</p> <p>2 projects = 2 points</p> <p>1 project = 1 points</p>	<p>Provide examples of projects for which the proposed resource demonstrated experience in frontend development using Vue, React, Angular or similar JavaScript frameworks.</p> <p>In each project cited in the proposed resource's résumé, Bidders provide a brief description of the frameworks used and how they were utilized in the project.</p>	4 points
PR14	<p>The Bidder should demonstrate that the proposed resource has project experience configuring and developing Content Management System (CMS) extensions, modules and/or add-ons.</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been 	<p>Provide examples of projects for which the proposed resource demonstrated experience configuring and developing Content Management System (CMS) extensions, modules and add-ons.</p>	4 points



	<p>completed in the past seven (7) years.</p> <p>4 or more projects = 4 points</p> <p>3 projects = 3 points</p> <p>2 projects = 2 points</p> <p>1 project = 1 points</p>	<p>In each project cited in the proposed resource's résumé, Bidders provide a brief description of the CMS extensions, modules and/or add-ons developed.</p>	
PR15	<p>The Bidder should demonstrate that the proposed resource has project experience in Agile development methodologies.</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past seven (7) years. <p>3 or more projects = 3 points</p> <p>2 projects = 2 points</p> <p>1 project = 1 points</p>	<p>Provide examples of projects for which the proposed resource demonstrated experience in Agile development methodologies.</p> <p>In each project cited in the proposed resource's résumé, Bidders provide a brief description of the Agile methodology used.</p>	3 points
PR16	<p>The Bidder should demonstrate that the proposed resource has project experience in MySQL database queries.</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past seven (7) years. <p>3 or more projects = 3 points</p> <p>2 projects = 2 points</p>	<p>Provide examples of projects for which the proposed resource demonstrated experience in MySQL databases.</p> <p>In each project cited in the proposed resource's résumé, Bidders provide a brief description of how MySQL databases were utilized in the project.</p>	3 points



	1 project = 1 points		
PR17	<p>The Bidder should demonstrate that the proposed resource has project experience in developing data visualizations with Python.</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past seven (7) years. <p>2 or more projects = 2 points</p> <p>1 project = 1 points</p>	<p>Provide examples of projects for which the proposed resource demonstrated experience in developing data visualizations with Python.</p> <p>In each project cited in the proposed resource's résumé, Bidders provide a brief description of the data visualizations developed.</p>	2 points
70% Required to pass			= 19 points
Resource Requirements Total			= 28 points

Criteria #	POINT RATED CRITERIA		Max Points
	Stream 3: IM/IT Services – resource category description for a Database Modeller / IM Modeller – level 2.	Required Supporting Information	
PR18	<p>Demonstrated professional work experience within the last ten (10) years developing five (5) of the following IM business deliverables:</p> <ul style="list-style-type: none"> a. IM Project plan – 2 points b. IM Business rules – 2 points c. IM User stories – 2 points d. Data models – 2 points e. IM User Acceptance tests – 2 points f. IM Options analysis – 2 points g. IM Impact assessment – 2 points h. Risk assessment – 2 points i. IM Implementation plan – 2 points 	<p>Provide examples of projects for which the proposed resource demonstrated professional developing 5 of the IM business deliverables.</p> <p>In each project cited in the proposed resource's résumé, Bidders must provide context of how</p>	10 points



	<p>j. IM Testing plan – 2 points</p> <p>Notes:</p> <ul style="list-style-type: none"> • Each bullet cited within a project in the résumé must follow the following format (PR1a to PR1j). • Each project cited must have a duration of greater than three (3) months • Each deliverable cited must have been completed within the last ten (10) years. 	<p>each of the IM business deliverables were developed and for what purpose.</p>	
PR19	<p>Demonstrated professional work experience as a Database modeller / IM modeller analysing and developing metadata classification structures.</p> <p>3 or more projects = 3 points 2 projects = 2 points 1 project = 1 point</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) months. • Each project cited must have been completed in the past ten (10) years. 	<p>Provide examples of projects for which the proposed resource demonstrated professional work experience as a Database modeller / IM modeller analysing and developing metadata classification structures.</p> <p>In each project cited in the proposed resource's résumé, Bidders must describe how the metadata classification structure was developed.</p>	3 points
PR20	<p>Demonstrated professional work experience as a Database modeller / IM modeller developing data models of cause-effect relationships in data analytics.</p> <p>3 or more projects = 3 points 2 projects = 2 points 1 project = 1 point</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must have a duration of greater than three (3) 	<p>Provide examples of projects for which the proposed resource demonstrated professional work experience as a Database modeller / IM modeller developing data models of cause-effect relationships in data analytics.</p>	3 points



	<p>months.</p> <ul style="list-style-type: none">• Each project cited must have been completed in the past ten (10) years. <p>Definition: A cause-effect relationship is a relationship in which one event (the cause) makes another event happen (the effect).</p>		
70% Required to pass			= 11 points
Resource Requirements Total			= 16 points



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.

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.

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).

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.

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.
- 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



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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. 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. TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Form and Content of Task Authorization :**
 - i. The Technical Authority will provide the Contractor with a description of the task.
 - ii. The description will contain the details of the activities to be performed, and should contain the following information, if applicable :



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- A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the category of resources and the number required;
 - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 2 working days of receiving the draft Task (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signature(s):

- A. for any TA with a value less than or equal to \$25,000.00 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.

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

3. MINIMUM WORK GUARANTEE

- a. In this clause,
 - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (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.

- 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.

4. STANDARD CLAUSES AND CONDITIONS

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

5. 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:
 - a. Security Requirements Check List and security guide (if applicable), attached at Appendix C;
 - b. *Industrial Security Manual* (Latest Edition).

6. CONTRACT PERIOD
 - a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends **[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.

7. AUTHORITIES

a. **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Eric Leroux

Title: Senior Contracts and Procurement Advisor

Organization: Corporate Finance Systems and Procurement Branch

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

Telephone: 343-291-2925

E-mail address: eric.leroux@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:

8. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

9. 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 for the entire Contract Period, including any option periods, must not to exceed \$738,000.00 including 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 exceed 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.
- 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.

10. INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 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.

11. CERTIFICATIONS

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

12. APPLICABLE LAWS

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

13. PRIORITY OF DOCUMENTS



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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions [2035](#) (2016-04-04), General Conditions – Higher Complexity - Services;
- c. Appendix A, Statement of Work;
- d. Appendix B, Terms of Payment;
- e. Appendix C, Security Requirements Check List;
- f. the Contractor's bid dated **[To be provided at time of Contract award]**.

14. 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.*

15. 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.
 - 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.

16. 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.
 - 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.

17. 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]*.
- 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.*

18. 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 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.
- 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.

24. 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 MANDATE

Innovation, Science and Economic Development Canada (ISED) formerly Industry Canada works with Canadians in all areas of the economy and in all parts of the country to improve conditions for investment, enhance Canada's innovation performance, increase Canada's share of global trade and build a fair, efficient and competitive marketplace.

This includes managing Canada's airwaves and overseeing its bankruptcy, incorporation, intellectual property and measurement systems; providing financing and industry research tools to help businesses develop, import and export; encouraging scientific research; and protecting and promoting the interests of Canadian consumers.

2.0 ORGANIZATION

Launched in 2006, BizPaL is an online service that simplifies the business permit, licence and other compliance regulation processes for entrepreneurs, governments and third-party business service providers. The BizPaL service is a unique multi-jurisdictional partnership involving all three levels of government (federal, provincial/territorial municipal) in the delivery of shared services to business. This partnership operates under a shared governance and costing model with a collaborative decision making process. ISED is the steward of the BizPaL service and provides leadership on behalf of the Government of Canada through the National BizPaL Office (NBO) who is responsible for managing the partnership's governance structure, in addition to being the centre of expertise and development for BizPaL federal content. The BizPaL content is also integrated in each partner's provincial websites and over 850 municipalities, making it available to 74% of the Canadian population.

BizPaL's continued success is contingent on active and sustained participation from the three levels of government that form the BizPaL partnership. In support of BizPaL's continuous improvement, the BizPaL Steering Committee (SC) membership requires ongoing third-party expert advice to inform decision-making on a strategic renewal and planning for the enhancement and evolution of the BizPaL service.

2.1 PROGRAM OVERVIEW

The BizPaL approach is to benefit from participating governments and leverage the partnership's business model and infrastructure to deliver innovative services to business. *The approach must be scalable so that it can be applied across multiple levels of governments*, allowing them to deliver a service that tackles the complexity of the various regulatory requirements and jurisdictional differences that SMEs need to navigate.

BizPaL is a recognized model for the type of collaborative and client-centred program simplification that is being embraced across government to position Canadian SMEs for success as part of the Inclusive Innovation Agenda. Specifically, BizPaL demonstrates how various levels of government can work together to align complementary programs and streamline requirements, as much as possible to



support SME competitiveness. Of note, the BizPaL partnership recently completed a performance measurement initiative that showed SMEs save approximately \$173 for every \$1 of government investment in BizPaL.

3.0 OBJECTIVES/REQUIREMENTS

The Department of Innovation Science and Economic Development (ISED) requires the services of Business Transformation Consultants (BTCs) that include Business Consultant Level 3, Business Analyst Level 2, Web Developer Level 2 and Database Modeller/IM Modeller level 2 to provide strategic guidance and innovation advisory services to support decision making, as it relates to the enhancement and evolution of the BizPaL service.

4.0 SCOPE OF WORK / KEY ACTIVITIES

The proposed bidder's resources will be expected to provide strategic guidance and recommendations necessary to yield decisions on matters relating to the horizontal and strategic perspectives of the program. (I.e. governance frameworks, strategic innovation, cost models, marketing, client experience, improving or enhancing IM/IT elements of the service etc.) Periodically during face-to-face meetings, the proposed resources may be asked to facilitate or lead those discussions with the partnership network in an effort to reach key decisions.

The BTCs will also be required to provide strategic advice to evolve the Information Architecture (IA) of BizPaL through research, strategy, design, implementation and documentation. The work will be conducted on an as required basis to support the evolution of BizPaL and to align it with the goals and objectives of the Government of Canada (GOC) within the context of the BizPaL partnership. The BTCs will be responsible for communicating IM/IT concepts to the participating partners of the BizPaL governance.

The proposed resources will be required to perform the following tasks, services and deliverables.

4.1 BUSINESS ANALYST - LEVEL 2

The Business Analyst resource(s) will be required on "as and when required" basis. Areas of expertise that will be required will include but may not be limited to the following tasks and services:

Tasks/Services

The following services are required in areas such as, but not limited to:

- Gathering, documenting and analysing business and functional requirements;
- Client-centric online service delivery where functionality is implemented to enable users to complete their tasks using Web sites and/or Web applications accessed through desktops and/or mobile devices;
- Generating IT enhancement solution options for consideration by BizPaL and CBN governance;
- Performing IT impact assessments;
- Developing IT implementation plans;



- Developing and implementing IT testing plans/protocols;
- Conducting research and analysis, resulting in recommendations for consideration by the BizPaL governance;
- Bridging the gap between non-technical stakeholders and the technical team;
- Articulating complexity in simple terms to facilitate quick understanding and decision making from project stakeholders;
- Supporting the full project lifecycle from initial concept through to delivery, ensuring that changes meet the true business need at all times;
- Working closely with the business client, managing their expectations during each stage of the project life cycle;
- Producing requirements artifacts, including, but not limited to, functional design specifications, mockups, prototypes, and various types of client-facing documentation;
- Considering business implications of the application of technology to current business environment(s);
- Validating proposed value with clients and stakeholders using prototypes and designs;
- Proactively identifying and mitigating risks;
- Develop business and project management documentation such as:
 - Project charter;
 - Business case;
 - Business Requirements Document (BRD);
 - Business process design documentation;
 - Functional specifications;
 - Non-functional specifications;
 - Use case documentation;
 - Requirements traceability matrix;
 - User documentation;
 - Training documentation;
 - Project plans and scope documents;
 - Stakeholder engagement communications plans;
 - User stories;
 - Options analysis;
 - Impact assessments;
 - Risk assessments;
 - Implementation plans;
 - Testing plans;
 - User acceptance criteria; and
 - Business and/or system use cases
- Acting as gatekeeper for the requirements during the development and testing phases, triaging defects and change requests in a timely fashion;
- Evaluating information gathered from multiple sources, reconciling conflicts, disseminating high-level concepts into details, distinguishing actual needs, identifying root cause of problems and creating logical and innovative solutions;
- Staying current with client needs and strategies; utilizing formal and informal written communication methods (for example, emails, newsletters, PowerPoint presentations, executive updates, task lists, updates) to communicate updates and findings; and facilitating project meetings and presentations to all types of diverse audiences (for example, senior management, business clients, technical staff, etc.);



- Generating project status reports and managing expectations as agreed upon to all stakeholders;
- Other tasks and deliverables as required.

Deliverables

May include but not be limited to the following deliverables:

- Project charter;
- Business case;
- Business Requirements Document (BRD);
- Business process design documentation;
- Functional specifications;
- Non-functional specifications;
- Use case documentation;
- Requirements traceability matrix;
- User documentation;
- Training documentation;
- Project plans and scope documents;
- Stakeholder engagement communications plans;
- User stories;
- Options analysis;
- Impact assessments;
- Risk assessments;
- Implementation plans;
- Testing plans;
- User acceptance criteria; and
- Business and/or system use cases.

4.2 BUSINESS CONSULTANT - LEVEL 3

The Business Consultant resource(s) will be required on “as and when required” basis. Areas of expertise that will be required will include but may not be limited to the following tasks and services:

Tasks/Services

The following services are required in areas such as, but not limited to:

- Reviewing strategic historical documentation, including briefing notes, reports, and investment plans related to BizPaL and supporting or similar service delivery initiatives (including the CBN), as a basis for defining go-forward plans and strategies for BizPaL;
- Developing strategic communications, marketing, engagement strategies and other documentation to facilitate the decisions to be made by the BizPaL Steering Committee (SC);
- Developing strategic documents, including plans, frameworks and roadmaps, to be used for planning and communications purposes to support the BizPaL vision, mission and objectives;



- Writing strategic documents and presentations to be shared with BizPaL partners, as well as departmental executives and stakeholders;
- Envisioning architectural concepts, ranging from governance and cost models, relevant to the successful implementation of the next generation of the BizPaL to realize the strategic objectives of enhancing the service to support modern business need;
- Recommending how to best position BizPaL within the context of the Canada Business Network (CBN), and its associated offerings, as part of a broader service enhancement and evolution strategy;
- Engaging BizPaL governance members to offer input and feedback on strategic activities that support the continuous improvement and evolution of BizPaL;
- Developing or contributing to communications materials (e.g. marketing, awareness, business case) for BizPaL partner engagement and outreach efforts;
- Developing and analyzing performance indicators for evaluating the effectiveness of the service
- Researching and proposing recommendations on how to improve the partnership organization of and improve control over the structure, processing and delivery of information
- Performing project management functions such as, but not limited to, planning, scoping, risk/dependency management and scheduling; and
- Developing and delivering senior management presentations, briefing notes, progress reports and other related project documentation.

Deliverables

May include but not be limited to the following deliverables:

- Presentations, issue papers and strategic planning documentation for BizPaL and CBN governance;
- White papers and analysis reports on BizPaL and CBN strategic innovation and service integration opportunities;
- Supporting documentation to prepare for face-to-face partner meetings and meeting summaries outlining key decisions and actions resulting from in-person gatherings;
- Operational plans outlining key activities necessary to realize the vision, goals and objectives approved by BizPaL and CBN governance bodies;
- Third party outreach plan to engage new partners; and Federal Outreach Plan to re-engage existing and acquire new federal department partners;
- Marketing strategy for internal and external stakeholders;

4.3 WEB DEVELOPER - LEVEL 2

The Web Developer resource(s) will be required on “as and when required” basis. Areas of expertise that will be required will include but may not be limited to the following tasks and services:

Tasks/Services

The following services are required in areas such as, but not limited to:



- Translating business and functional requirements into technical specifications;
- Agile development methodologies;
- Coding HTML/CSS/JavaScript websites and components;
- Object Oriented Programming in PHP;
- MySQL database queries;
- Developing data visualizations with Python
- Source code version control such as, but not limited to, Git;
- Configuring and developing Content Management System (CMS) extensions, modules and add-ons;
- Designing and developing client-centric website functionalities to optimize usability and accessibility for every client and on any device;
- Applying usability and web accessibility standards and best practices;
- Developing, testing and supporting web widgets and RESTful Application Programming Interfaces (APIs);
- Frontend development using Vue, React, Angular or similar JavaScript frameworks;
- Responding to issues raised through the support desk;
- Other technical services as required.

Deliverables

May include but not be limited to the following deliverables:

- Technical specifications;
- CMS extensions, modules and add-ons;
- Website functionalities;
- Web widgets, APIs and dashboards;
- Other work defined in approved TAs that will also include progress reports and status updates on relevant projects for the BizPaL service and CBN.

4.4 DATABASE MODELLER / IM MODELLER - LEVEL 2

The Database Modeller / IM Modeller resource(s) will be required on “as and when required” basis. Areas of expertise that will be required will include but may not be limited to the following tasks and services:

Tasks/Services

The following services are required in areas such as, but not limited to:

- Generating IM enhancement solution options for consideration by BizPaL and CBN governance;
- Performing IM impact assessments;
- Developing IM implementation plans;
- Developing and implementing IM testing plans/protocols;



- Providing direction, input and quality assurance on an as required basis in the development of classification systems such as, but not limited to, the North American Industry Classification System (NAICS), North American Product Classification System (NAPCS), Harmonized System Code (HS Code), National Occupation Classification (NOC);
- Conducting research and analysis, resulting in IA/IM recommendations for consideration by the BizPaL governance;
- Maturing existing IM assets (including the BizPaL taxonomy, controlled vocabularies, activity schema and thesaurus) as well as exploring new IM assets and for developing and maintaining related documentation;
- Developing performance indicators for evaluating the effectiveness of these IM assets for information retrieval;
- Developing guidance / training materials to support the application of the IM assets to BizPaL resources, and the maintenance of these assets over time;
- Providing IM oversight (direction and quality assurance) and support to the National BizPaL Office (NBO);
- Refining requirements for descriptive metadata as inputs to data/content modelling and development;
- Analysing and developing metadata classification structures;
- Overseeing the design, development and deployment of test cases and validation scenarios that ensure the openness and portability of BizPaL data resources;
- Introducing best practices on managing and leveraging standards-based data resources to enhance and extend the use of existing classification schemes or recommend new standards for categorizing information;
- Researching and proposing recommendations on how to improve the organization of and control over the structure, processing and delivery of information;
- Refining concordances between NAICS, HS, NAPCS and NOC to facilitate greater interaction between various types of business information;
- Contributing to the iterative refinement of the content model and the supported discovery services;
- Providing guidance on matters pertaining to managing information as an asset and contributing recommendations as it relates to key decisions that rely on information quality management.
- Performing project management functions such as, but not limited to, planning, scoping, risk/dependency management and scheduling;
- Providing data analytics capabilities and support in areas such as, but not limited to:



- Capturing, processing and analysing data, using a variety of machine learning and statistical methods;
- Distilling and communicating the data analysis findings to drive strategic and operational decisions ;
- Creating clear, useful data dashboards ;
- Applying data mining techniques and performing statistical analysis to develop high quality recommendation and prediction systems;
- Manipulating data and creating models to improve the future state;
- Perform data cleaning, integration and management;
- Develop data visualization models to support decision making;
- Improving and extending data testing procedures;
- Identifying third party sources of information to integrate with existing data when needed;
- Performing ad-hoc analysis and presenting results in a clear manner;
- Collecting large amounts of unruly data and transforming it into a usable format;
- Solving business-related problems using data-driven techniques;
- Proposing, designing and analysing new algorithms that can be pragmatically applied within operational settings;
- Organizing large amounts of data and developing models that identify trends and cause-effect relationships, leading to recommendations and measurably maximizing operational efficiency and client experience;
-
- Providing strategic advice and guidance on data analytics to senior management

Deliverables

May include but not be limited to the following deliverables:

- IM solution options for consideration by BizPaL and CBN governance;
- IM business and functional requirements specifications;
-
- IM impact assessments;
- IM implementation plans;
- IM testing plans/protocols;
- IM data analytics and reports

5.0 OTHER PROJECT DETAILS

5.1 CONSTRAINTS

The resource must work within constraints imposed by the department, such as government policies and mandatory procedures, current and proposed related activities, security, sensitivity to other interests, protection of the environment, conservation of resources and other relevant restrictions and work space as required.



All deliverables and reports will be prepared in English in Microsoft Word, Microsoft Excel, PowerPoint, Visio, or in an appropriate format agreeable by both parties.

The Contractor shall be responsible for all work produced under this contract, including completeness and accuracy.

The Contractor shall maintain an electronic library of work in progress, delivered items and review comments, and shall perform version control.

5.2 WORK LOCATION

The contractor will carry out the work on Innovation, Science and Economic Development Canada (ISED) premises located at 235 Queen Street, Ottawa, Ontario and/or on the contractor's premises, as required.

5.3 TRAVEL

The BizPaL and CBN services are national partnerships delivered all across Canada and for this reason, occasional travel may be needed and will be the responsibility of the bidder when required.

6.0 MANAGEMENT OF THE PROJECT

This project will be managed by the Services for Business Branch. The name of the Project Authority will be provided upon contract award.

7.0 INTELLECTUAL PROPERTY

Not applicable to this requirement.



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:

Level of Expertise:

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:

Level of Expertise:

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)*

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:

Level of Expertise:

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

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
Jurisdiction of Contract: 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)		
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		



**Request for Proposal: IC401697
BizPaL - Business Transformation Consulting (BTC) Services**

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

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

Signature of Authorized Representative of Bidder

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