RETURN BID TO:

Canadian Intellectual Property Office / Contracting and Procurement Unit / Place du Portage Phase I 50 Victoria Street Mailing Scanning Room C-114 Gatineau, Quebec K1A 0C9

REQUEST FOR PROPOSAL

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.

TITLE:						
TBIPS – A.16 WEB MULTI-MEDIA CONTENT CONSULTANT– LEVEL 3						
Canadian Intellectual Property Management	Office - Inve	estment and Program				
Solicitation No: IC186532	D	ate: October 16 th , 2017				
Client Reference No.	•					
GETS Reference No.						
File No. : IC183214	CCC No.	/ N° CCC				
Solicitation Closes at	Time Zor	ne: 2 :00pm Eastern Time				
Ottawa, Ontario						
on November 3 rd , 2017						
F.O.B.						
Plant-Usine: ☐ Destination	n: ☑ Oth	ner-Autre: □				
Address Inquiries to :	Buyer Id					
Stephanie Cleroux						
Telephone: 343-291-1358 E-mail: stephanie.cleroux2@canada.ca						
Destination – of Goods, Services, and Construction:						
See Herein						

Comments - Commentaires

This document contains a Security Requirement

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derogate from them will be considered non-responsive.

MODEL REQUEST FOR PROPOSAL (RFP) AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

There are no contractors performing the services described in this RFP.

This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs) under the Task-Based Informatics and Professional Services (TBIPS) Supply Arrangement (SA) method of supply.

To the extent possible, these Articles are written as they will appear in any future TBIPS RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual Client requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual Client requirements. The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFSA. Suppliers submitting an Offer containing statements implying that their Offer is conditional on

Offerors with concerns regarding the provisions of the Model Bid Solicitation (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFSA)

modification of these clauses or containing terms and conditions that purport to supersede these clauses or

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 DEBRIEFINGS

PART 2 - BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 ENQUIRIES BID SOLICITATION
- 2.4 FORMER PUBLIC SERVANT
- 2.5 APPLICABLE LAWS
- 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD
- 2.7 VOLUMETRIC DATA

PART 3 – BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS
- 3.2 SECTION I: TECHNICAL BID
- 3.3 SECTION II: FINANCIAL BID
- 3.4 SECTION III: CERTIFICATIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 TECHNICAL EVALUATION
- 4.3 FINANCIAL EVALUATION
- 4.4 BASIS OF SELECTION

PART 5 - CERTIFICATIONS

- 5.1 CERTIFICATIONS REQUIRED WITH BID
- 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION
- 5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

PART 7 – RESULTING CONTRACT CLAUSES

- 7.1 REQUIREMENT
- 7.2 STANDARD CLAUSES AND CONDITIONS
- 7.3 SECURITY REQUIREMENT
- 7.4 CONTRACT PERIOD

- 7.5 AUTHORITIES
- 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.7 PAYMENT
- 7.8 INVOICING INSTRUCTIONS
- 7.9 CERTIFICATIONS
- 7.10 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY DEFAULT BY CONTRACTOR
- 7.11 APPLICABLE LAWS
- 7.12 PRIORITY OF DOCUMENTS
- 7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR)
- 7.14 FOREIGN NATIONALS (FOREIGN CONTRACTOR)
- 7.15 INSURANCE REQUIREMENTS
- 7.16 LIMITATION OF LIABILITY INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY
- 7.17 JOINT VENTURE
- 7.18 PROFESSIONAL SERVICES GENERAL
- 7.19 SAFEGUARDING ELECTRONIC MEDIA
- 7.20 REPRESENTATIONS AND WARRANTIES
- 7.21 ACCESS TO CANADA'S PROPERTY AND FACILITIES
- 7.22 GOVERNMENT PROPERTY
- 7.23 IMPLEMENTATION
- 7.24 TRANSITION SERVICES AT END OF CONTRACT PERIOD
- 7.25 IDENTIFICATION PROTOCOL RESPONSIBILITIES

List of Annexes to the Resulting Contract:

- Annex A Statement of Work
- Annex B Evaluation Criteria
- Annex C Basis of Payment
- Annex D Basis of Selection
- Annex E Security Requirement Checklist
- Annex F Bid Submission Form

List of Attachment to the Resulting Contract:

Attachment 1 to Part 3 - Pricing Schedule

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

PART 1 - GENERAL INFORMATION

1.1 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, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

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

The annexes include the Statement of Work, the Bid Evaluation Criteria (Mandatory, Point Rated), the Basis of Payment, the Bid Submission Form, and the SRCL.

1.2 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 (1) contract each for one (1) years, 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" 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 (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity - Certification."
- 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.

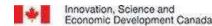
Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the National Capital Region (NCR) under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five 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:

- 1. Alika Internet Technologies Inc.
- 2. ALTRUISTIC INFORMATICS CONSULTING INC.
- 3. CAE Inc.
- 4. Calian Ltd.
- 5. Coradix technology Consulting Ltd.
- 6. Emerion
- 7. Facilité Informatique Canada Inc.
- 8. General Dynamics Information Technology Canada Ltd.
- 9. IT/Net Ottawa Inc.
- 10. Jumping Elephants Incorporated
- 11. LIKE 10 INC., SoftMosis Inc. IN JOINT VENTURE
- 12. MaxSys Staffing & Consulting Inc.
- 13. Modis Canada Inc
- 14. Nisha Technologies Inc.
- 15. Procom Consultants Group Ltd.
- 16. Robertson & Company Ltd.
- 17. S.i. Systems Ltd.
- 18. Solutions Moerae Inc.
- 19. Systemscope Inc.
- 20. TELUS Communications Inc.
- 21. TPG Technology Consulting Ltd.
- g. 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.
- h. The Resource Categories described below are required on a full time basis in accordance the <u>TBIPS</u> <u>Categories of Personnel Descriptions</u> (http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html):

		Estimated Number
	Level of	of Resources
Resource Category	Expertise	Required
		Suppliers to bid one
A.16 Web Multi-Media Content Consultant	Level 3	(1) but requirement
A.16 Web Multi-Media Content Consultant	Level 3	may be up to two
		(2)

1.3 DEBRIEFINGS

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



PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual) 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.

2.2 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 delivered to the following location, by the time and date indicated on page one (1) of this RFP.
- c. Bid Receiving Unit Address is Solely for Delivery of Bids: The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

2.3 ENQUIRIES - BID SOLICITATION

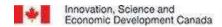
- a. All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 FORMER PUBLIC SERVANT

a. Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the 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 <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice</u>:

2012-2 (http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp) and the <u>Guidelines on the Proactive Disclosure of Contracts (http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676)</u>.

d. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.5 APPLICABLE LAWS

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

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

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

2.8 VOLUMETRIC DATA

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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); and

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/ecologisationgreening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to:
 - use paper containing fibre certified as originating from a sustainably-managed forest and/or i. 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:

- 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;

- Request for Proposal: ISED 186532
- 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:

- Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
 - Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10.000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
 - Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total 100 billable days.

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

The technical bid consists of the following:

- i. **Bid Submission Form**: Bidders are requested to include the Bid Submission Form Attachment "(X)" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION:

Name of individual as it appears on security clearance application form:
Level of security clearance obtained:
Validity period of security clearance obtained:
Security Screening Certificate and Briefing Form file number:
If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the

period set by the Contracting Authority, its bid will be declared non-responsive.

iii. Substantiation of Technical Compliance:

- The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment "B", 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 "B", 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 Annex "B". 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 as identified in Attachment "B". 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. The Bidder must provide customer references. The customer reference who must each confirm, when requested by Canada. The information required by the facts identified in the Bidder's bid, as required by Attachment"(B)".
- B. The form of question to be used to request confirmation from customer references is as follows:

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

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

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

- C. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.
- Corporate Profile: The Bidder is requested to provide a corporate profile, which should vii. include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

3.3 SECTION II: FINANCIAL BID

- a. Pricing: Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" 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. Variation in Resource Rates By Time Period: For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - the rate bid must not increase by more than 5% from one time period to the next, and i.
 - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. 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.
- 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.

3.4 SECTION III: CERTIFICATIONS

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

(E)

\$ <TBD>

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

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

Initial Contract Period:

Initial Contract Period
Date of Contract award to November 30, 2017

	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D)
A.16 Web and Multi-Media Content Consultant	Level 3	150	\$	\$
		Total Price Initial (Contract Period	\$ <tbd></tbd>

Option Periods:

Resource Category	Level of	Estimated Number of Days	Firm Per
	(B)	(C)	(D)
December 1, 2018 to November	30, 2019		
Option Period 1			

Total Cost (C x D) Rate A.16 Web and Multi-Media \$ Level 3 \$ 150 Content Consultant **Total Price Option Period 1** \$ <TBD>

Option Period 2				
December 1, 2019 to November	r 30, 2020			
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D)
A.16 Web and Multi-Media	Level 3	150	\$	\$

Total Bid Price	
(Initial Contract Period + Option Period 1 + Option Period 2	\$ <tbd></tbd>

Total Price Option Period 2

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
 - 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 three (3) working days of a request by the Contracting Authority.

i۷. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 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 "(B)"- 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 "(B)" - Bid Evaluation Criteria.

c. Number of Resources Evaluated:

Only a certain number of resources per Resource Category will be evaluated as part of this bid solicitation as identified in Annex "(A)". Additional resources will only be assessed after contract award once specific tasks are requested of the Contractor. When needed, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the Statement of Work under Annex "(A)". The proposed resource will then be assessed

against the criteria identified in the Contract's Evaluation Criterias in accordance with Annex ("B").

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

4.3 FINANCIAL EVALUATION

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Estimated Cost using the Pricing Tables completed by the bidders. The Bidder must provide <u>ONE</u> firm, all inclusive, per diem rates for the Category of Personnel being proposed in accordance with the bid solicitation. See Annex "(C)".

If three (3) or more Bids are received, ISED will conduct a financial evaluation against all technically responsive bids by comparing the total cost of each bid.

Any bidder proposing a total cost that falls between the "Median" minus 15% and the "Median" plus 15% will be considered financially responsive. Any bidder proposing a total cost that falls outside the "Median" minus 15% and the "Median" plus 15% will be considered non-compliant and no further consideration will be given to that bid.

The "Median" will be calculated based on the total cost submitted by all bidders. A "Median" is the middle offer in a set of offers whereby half the offers are greater and half are lower. For example, in the following set of total offers:

\$400,000, \$350,000, \$300,000, \$440,000 and \$500,000 the median would be \$400,000. In this case minus 15% is \$340,000 and plus 15% is \$460,000. The bidders that submitted a total cost of \$300,000 and \$500,000 would be considered non-compliant.

If there is an even number of Bids received, the "Median" will be determined based on the average cost of the two middle offers.

(a) Mandatory Financial Criteria

(i) Formulas in Pricing Tables

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

(ii) Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources 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. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least 35% of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

4.4 BASIS OF SELECTION

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid as determined by the established pre-determined selection criteria will be recommended for contract award.

(a) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded. (b) If more than one bidder is ranked first because of identical overall scores, then the bidder with the lowest per diem rate will become the top-ranked bidder.

Request for Proposal: ISED 186532

- (c) Notification of Evaluation Results: All invited SA Holders who respond to a TBIPS RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:
- i. Solicitation Number;
- ii. Company name of winning bidder;
- iii. Total points scored of winning bidder (for multiple resource requirements only)
- iv. Total value of contract awarded;
- v. Number of responses received by the Contracting Authority; and
- vi. Total points scored per individual bidder (Note: bidders will only receive their own total points scored and not the score of the other bidders)

PART 5 - CERTIFICATIONS

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

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

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

5.1 CERTIFICATIONS REQUIRED WITH BID

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

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.

5.2 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 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 <u>"FCP Limited Eligibility to Bid"</u> list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the <u>"FCP Limited Eligibility to Bid"</u> list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint

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

5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

a. Professional Services Resources

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

For a contract(s) estimated at \$400K or less ONLY, the following applies:

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

Request for Proposal: ISED 186532

- B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.
- By submitting a bid, the Bidder certifies that all the information provided in the résumés i and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- ii. 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.

iii. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to

propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

b. Certification of Language - English Essential

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

c. Submission of Only One Bid

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

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

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_pr ogram.page?&_ga=1.173410787.154425323.1406223033). (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.) Complete both A and B. Α. Check only one of the following: () A1. The Bidder certifies having no work force in Canada. () A2. The Bidder certifies being a public sector employer. () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act. () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]). A5. The Bidder has a combined workforce in Canada of 100 or more employees; and () A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. OR () A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour. В. Check only one of the following: () B1. The Bidder is not a Joint Venture. OR () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment

Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

- a. At the date of bid closing, the following conditions must be met:
 - 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.tpsgcpwgsc.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.

7.1 REQUIREMENT

- a. 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. Client(s): Under the Contract, the "Client" is Innovation, Science and Economic Development Canada (ISED).
- b. 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.
- c. 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:
 - Any reference to an Identified User is a reference to the Client. i.
 - "deliverable" or "deliverables" includes all documentation outlined in this Contract ii.
 - "local office" of the Contractor means an office having at least one full time employee that iii. is not a shared resource working at that location.

7.2 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 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:

- 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.

b. 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. Supplemental General Conditions:

The following Supplemental General Conditions:

 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information

7.3 SECURITY REQUIREMENT

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

PWGSC FILE # Common PS SRCL #4

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - b. Industrial Security Manual (Latest Edition).

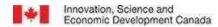
7.4 CONTRACT PERIOD

- 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 November 30, 2018; 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) period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

7.5 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:



Name: Stephanie Cleroux

Title: Contracts and Procurement Officer

Organization: Innovation, Science and Economic Development Canada

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

Telephone: 343-291-1358

E-mail address: Stephanie.cleroux2@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.

Request for Proposal: ISED 186532

b. Technical Authority

The technical Authority will be named at contract award.

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

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

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

Estimated Cost: [\$_____]

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

7.7 PAYMENT

a.	Basis of	f Payment									
	i.	Professional	Services:	For the	provision of	professional	services	the Contra	ctor wil	l be i	paid

	for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex "C", Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday				
	Estimated Cost: [\$]				
ii.	Pre-Authorized Travel and Living Expenses:				
	Canada will not pay any travel or living expenses associated with performing the Work.				
iii.	Applicable Taxes:				

- iv. 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.
- v. 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.
- vi. **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

- vii. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and applicable taxes are extra.
- viii. 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.
- ix. 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.

- x. 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

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.

Request for Proposal: ISED 186532

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or ii. agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.8 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 Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.9 CERTIFICATIONS

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

7.10 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list

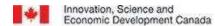
(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_progra m.page?&_ga=1.202131537.154425323.1406223033). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.11 APPLICABLE LAWS

The Contract must be interpreted and	overned, and the relations	between the parties de	etermined, by the
laws in force in the province			

7.12 PRIORITY OF DOCUMENTS

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



- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order:
 - 4006 (2010-08-16), Supplemental General Conditions Contractor to Own Intellectual Property Rights in Foreground Information;

- c. General Conditions 2035 (2016-04-04);
- d. Annex A, Statement of Work;
- e. Annex C, Basis of Payment;
- f. Annex E, Security Requirements Check List;
- g. Supply Arrangement Number EN578-170432 /xxx/EI (the "Supply Arrangement")
- h. the Contractor's bid dated

7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

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

7.14 {IF APPLICABLE} FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

7.15 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:

- Request for Proposal: ISED 186532
- 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.
- 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.
- 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

- 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.

7.16 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.

Request for Proposal: ISED 186532

b. First Party Liability:

- 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.
- The Contractor is liable for all direct damages affecting real or tangible personal property ii. owned, possessed, or occupied by Canada.
- Each of the Parties is liable for all direct damages resulting from its breach of iii. 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.
- The Contractor is liable for all direct damages relating to any encumbrance or claim i۷. 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.
- The Contractor is also liable for any other direct damages to Canada caused by the ٧. 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

If Canada's records or data are harmed as a result of the Contractor's negligence or willful ٧i. 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:

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.

7.17 JOINT VENTURE

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

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

7.18 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.
- 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:
 - 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.

7.19 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.

7.20 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.

7.21 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 Basis of Payment and additional security requirements may apply.

7.22 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.

- A workstation
- A computer or a laptop
- UX/UI software which may include: Balsamiq, Axure, Sketch, Adobe Illustrator, Adobe Photoshop, Keynote/PowerPoint
- Other office productivity software: MS Office, MS Project, Time Reporting System
- Email account
- A cell phone.

7.23 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 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 [____] working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

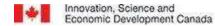
7.24 TRANSITION SERVICES AT END OF CONTRACT PERIOD

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.

7.25 IDENTIFICATION PROTOCOL RESPONSIBILITIES

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

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



ANNEX A

Request for Proposal: ISED 186532

STATEMENT OF WORK

1.0 TITLE

Lead User Experience Designer for the CIPO IT Modernization Program (Senior Web Multi-media Content Consultant / Web Architect)

2.0 BACKGROUND

2.1 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.

2.2 Organization

As a Special Operating Agency associated with ISED, the Canadian Intellectual Property Office (CIPO) is responsible for the administration and processing of the greater part of intellectual property (IP) in Canada. Through the delivery of high quality and timely IP products and services, and by increasing awareness, knowledge and effective use of IP by Canadians, CIPO plays a key role in supporting innovation and economic success in Canada.

2.3 Project Overview

The current state of the CIPO's Information Technology (IT) systems is impacting the organization's ability to fulfill its vision and mandate in an effective manner. Outdated IT systems constrain CIPO from operating efficiently, and have affected its capacity to meet modern-day demands and business needs of its customers. Furthermore, the cost of maintaining multiple systems that cannot be integrated poses a serious financial and operational risk for the organization.

To address these challenges, CIPO initiated its IT Modernization (ITM) program in 2012. The ITM Program is being led by CIPO's Programs Branch, working in close partnership with ISED's Chief Information Office (CIO) Branch. It is being delivered with the vision to "deliver a modern digital environment that supports CIPO's efficient delivery of high quality IP products and services responsive to clients' needs". Specifically, the ITM Program aims to:

- 1. Replace outdated, costly and inflexible legacy IT systems with more current, industryproven, agile technologies -- and leveraging Government of Canada enterprise standards solutions (where defined);
- 2. IT-enable the modernization of CIPO business processes to ensure the most efficient and effective use of CIPO resources in the processing, delivery and administration of CIPO's products and services supporting IP rights;
- 3. Enhance access to and the value proposition of CIPO's IP products and services targeted to IP owners/innovators, partners and other key vested interest stakeholders; and
- 4. Improve CIPO business processes and associated IT system design and development agility. with an aim to more proactively respond to changes and evolving needs in the IP regulatory environment and stakeholder community.

How is CIPO IT Modernization Program being accomplished?

In accordance with the proven *Managing Successful Programs (MSP)* approach for managing transformational change, the modernization of CIPO's IT infrastructure will be achieved through a carefully scoped and executed sequence of IT projects over a 5-7 year time-frame, to ensure that CIPO is able to learn from and build upon early implementations. This "component-based" approach will ensure that continuous improvements in capabilities and efficiencies can be progressively realized as the portfolio of projects unfolds for maximum realization of benefits.

A Program Management approach is being taken for CIPO IT Modernization wherein:

- Individual projects are independently initiated, executed and closed in accordance with ISED's Project Stage-Gate Framework and governance;
- Multiple projects and activities are coordinated at the "portfolio level", ensuring the ongoing alignment of project activities to CIPO's strategic objectives and to maintain appropriate oversight and management of collective project risks;
- A governance structure composed of senior executive from CIPO and ISED provides independent oversight of the project management teams; and
- A formal review through ISED's Audit and Evaluation branch has been completed and the management action plan has been established. Yearly reviews are planned for all major IT Modernization projects in progress.

3.0 OBJECTIVE

CIPO's initial requirement is to engage the UX Lead in support of CIPO's Modernized IP Case and Workflow projects, key projects within CIPO's ITM program. These projects are introducing a horizontal, enterprise case management and workflow capability - replacing a collection of custom-built case management solutions currently supporting individual CIPO lines of business. On delivery, the single IP Case and Workflow solution will automate the back-office business processes and activities for CIPO's IP products. Over the duration of the contract, CIPO's requirement may extend to provide UX Lead support to other, related ITM Program projects.

4.0 SCOPE OF WORK

4.1 Key Activities

Currently CIPO's Programs Branch has a requirement for a Level 3 Web Multi-media Content Consultant to provide Lead User Experience Design ("UX Lead") services in support of CIPO's ITM Program. The UX Lead will perform user experience design activities for ITM projects, initially on the IP Case and Workflow projects, with a focus on improving the quality of customer-product interactions (usability, ease of use, etc.) and enhancing customer satisfaction with the resulting ITM products.

On specific project assignments, the UX Lead will be involved in 2 phases of activity:

Phase 1: The primary work of Phase 1 will be to lead discovery activities. The UX Lead will work directly with the ITM Project Manager, Business Analyst(s), and business stakeholders to understand the problem statements, the project objectives, the makeup of the end-user population and the ecosystem in which the project will exist (including CIPO organizational constraints and project interdependencies). In this first phase, the work of the UX Lead will answer the following questions:

- 1. Who are we designing this for?
- 2. Why they need help (pain points)?
- 3. What are the actual end user needs?

The ideal resource will combine curiosity, skepticism and humility with mixed methods user research and a set of principles and models that will provide experience design direction for the duration of the project. Methods used could include (but are not limited to) contextual inquiries, usability testing of current (legacy products), interviews, diary studies, persona workshops, journey mapping, experience mapping, service blueprinting, etc.

Phase II: Having completed the discovery activities of Phase I, and continuing to work with the project delivery team and stakeholders, the primary work of Phase II will be to design and develop interactive prototypes, showing basic form and functionality used for usability testing, presentations and design. In addition, the UX Lead will continue to conduct user needs analysis and experiment with the prototype design and may also be required to contribute to delivering hi-fidelity interactive prototypes, including creating design assets (comps, graphics, animations etc.) and conduct ongoing usability testing sessions.

Throughout the 2 phases of work, the UX Lead will work in close collaboration with User Interface Developers in ISED's CIO Branch who will be responsible for the UI design (i.e. using the prototypes developed by the UX Lead to implement the final user interfaces for the project solution(s)).

Organizationally, the UX Lead will report to the Manager, Business Analysis Centre of Expertise (BACOE) within CIPO Programs Branch. However, the UX Lead will be assigned to specific projects within the ITM Program during this contract.

4.2 Tasks

Throughout the contract period, the UX Lead will execute tasks including but not limited to:

- a) Analyze functional requirements to identify information, procedures and decision flows;
- b) Drive application (product) development from ideation, to research, sketching, validating, information architecture, interaction design, prototyping, usability testing and implementation;
- c) Design and conduct user needs analysis and experimental design;
- d) Research and validate problem definition:
- e) Define program service offering;
- Define the high level design of the product experience;
- Collaborate with stakeholders to combine multiple sources, including business requirements, customer needs, user research, and technology constraints into the design decisions:
- h) Develop sitemaps / flowcharts depicting intended navigation and basic content structure:
- Develop interactive prototypes (eg. clickable wireframes) showing basic form and functionality used for both usability testing and presentations;
- Develop hi-fidelity clickable prototypes as required by the development team;
- k) Conduct ongoing usability testing sessions to continuously validate the design with end-
- Create pattern libraries / component libraries / design systems for the project(s) as l) required:
- m) Present demos to stakeholders, business and technology teams when required; and
- n) Evangelize experience design benefits continually during the project and socialize end-user research findings with the rest of the team.

5.0 DELIVERABLES

Throughout the contract, The UX Lead will be responsible for completing the following deliverables in a timely and quality manner. All deliverables are subject to the review and approval of the Functional, Program and Project Authorities:

a) A written status report on a weekly basis, documenting the progress of the work described above and including issues, risks and challenges which may affect overall schedule and planned tasks for the next reporting period.

- Request for Proposal: ISED 186532
- b) An initial delivery plan, documenting the work to be done through timelines, milestones, tasks and deliverables, and maintain it for monthly submission to his/her reporting and project manager.
- c) Approach, standards, methodologies, planning documents and other supporting documentation and deliverables needed to complete the Requirement, as specified by the Functional/Program/Project Authority.
- d) Project-specific deliverables related to the tasks identified in the section above, as specified by the Functional/Program/Project Authority, which might include but are not limited to:
 - Ecosystem Maps
 - Experience Maps
 - Personas
 - End-user Requirements
 - Storyboards/Scenarios
 - Design Patterns
 - Concept Maps
 - Workflows (User Flows/Screen Flows)
 - Wireframes
 - IA Documentation
 - Concept design
 - Prototypes
 - UX Specifications
 - Style Guides
 - Graphics Creation
 - Icon Creation
 - Usability Testing Plans
 - Usability Testing Reports
- e) A final evaluation and lessons learned report.
- f) Functional and technical knowledge transfer documentation, to the project team and client staff through individual and group training and demonstrations and written instructions and documents, on an ongoing basis throughout the life of the project with final knowledge transfer to be completed no later than one month prior to the contract end date.

6.0 CONSTRAINTS

The contractor must abide with the government policies and standards on security, sensitivity and protection of the environment, and conservation of information.

Several Government wide initiatives might impact the Programs and portfolio of projects as well as Innovation, Science and Economic Development Canada departmental initiatives.

7.0 CLIENT SUPPORT

The contractor will be provided with all history and developed materials related to the ITM program/project(s).

The contractor will be provided with the following:

- A workstation
- A computer or a laptop
- UX/UI software which may include: Balsamiq, Axure, Sketch, Adobe Illustrator, Adobe Photoshop, Keynote/PowerPoint
- Other office productivity software: MS Office, MS Project, Time Reporting System
- Email account

A cell phone

8.0 WORK LOCATION

The contractor will carry out the majority of the work on CIPO premises located at 50 rue Victoria, Gatineau, Québec, during normal business hours. The expectation is that the UX Lead will be on site and accessible to CIPO staff during core hours (between 8 AM - 4 PM, Monday to Friday).

Any offsite work must be pre-authorized by the CIPO project authority in writing. If offsite work is approved, no protected and/or classified information may be removed from CIPO premises.

The consultant may be required to attend occasional meetings at Innovation, Science and Economic Development Canada's head office located at 235 Queen Street in Ottawa, Ontario.

9.0 OFFICIAL LANGUAGES

All of the work can be conducted in English, it is to be noted that the Canadian Intellectual Property Office is a bilingual environment.

10.0 **TRAVEL**

There are no requirements to travel outside of the National Capital Region (NCR). Travel costs and travel time within the NCR will not be reimbursed.

11.0 **INTELLECTUAL PROPERTY**

Any foreground intellectual property arising as a result of the work will be Contractor owned.

ANNEX B - EVALUATION CRITERIA

Request for Proposal: ISED 186532

Instructions - Mandatory and Point Rated Tables/Grids

Failure to comply with the following instructions will render the technical proposal non-compliant.

Technical Proposal

- Projects must be specific to the criteria and copying/pasting the criteria does not demonstrate
- Bidders must provide the following information in their technical response to the technical evaluation criteria:
 - o Project #
 - o Client Organization/Project Name
 - o Duration (month/year to month/year)
 - o Total level of work effort (# years/# months)
- Listing technical criteria without substantiating detailed professional work experience will cause the proposal to be considered non-compliant.
- Work experience gained as part of an educational program will not be considered except for experience gained through a formal co-operative program at a post-secondary institution.

Résumé:

- For each project that is cited as experience within the technical proposal, the following information must be identified on the proposed resource's résumé:
 - o The name of the client organization (to whom the services were provided);
 - o A brief description of the type and scope of services that meets the identified criteria provided by
 - o The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work); and
 - o A description of the work as it relates to the stated mandatory or point-rated criteria.
 - o For work experience to be considered, the résumé 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.

Validation of Information:

- Innovation, Science and Economic Development (ISED) reserves the right to validate any or all of the information supplied by the bidder from the supplied project reference(s) prior to contract award and will document the responses and results of the Mandatory project references.
- Innovation, Science and Economic Development (ISED) reserves the right to interview all candidates required to validate the Mandatory Criteria and/or to adjust the points assigned in the Point-rated Criteria.
 - o The candidates will be given 48 hours advance notice of the time and place of the interview.
 - o The interview is expected to take no more than 45 minutes in duration.
 - o The questions will relate to the information presented in the Technical Proposal and résumé of the proposed resource as it relates to the Evaluation Criteria and the Statement of Work.

If Canada wishes to interview, a Bidder representative will accompany the requested resources to the interview and will observe the interview.

Use of Information by the Contractor

All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by the Crown shall be used solely in support of this requirement. The Contractor shall be required to secure it from unauthorized use and shall not release it to any third party, person or agency external to Innovation, Science and Economic Development (ISED) without the express written permission of the Project Authority. Such material(s) shall be returned to the Project Authority upon completion of each tasking or when requested by the Project Authority.

MANDATORY EVALUATION CRITERIA

INSTRUCTIONS

Bidders MUST respond to the following mandatory evaluation criteria IN THE ORDER SHOWN. Any proposal which fails to meet all of the mandatory criteria will be eliminated from further consideration and will be deemed NON-COMPLIANT.

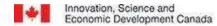
Bidders MUST provide ONLY the following information in their technical grid response to the mandatory resource criteria listed below. Failure to follow the instructions will render the proposal NON-COMPLIANT.

- Project #
- Client Organization/Project Name
- Duration (month/year to month/year)
- Total level of work effort (# years/# months)

NOTE: For evaluation purposes, each of the mandatory criteria numbers (#'s) **MUST** be mapped to the specific corresponding line items (not at the summary level) within the cited projects of the proposed resource's résumé or the proposal will be deemed **NON-COMPLIANT**.

TECHNICAL GRID EXAMPLE:

Criteria #	Stream # – Stream Name Resource Category Name - Level X Mandatory Criteria	Required Supporting Information		
M1	The proposal must demonstrate that the proposed resource has greater than two (2) years professional work experience developing XXXXXX.	Project # Industry Canada – XYZ Project January 2015 – May 2015 5 months		
		Project # Industry Canada – ABC Project September 2012 - December 2014 2 years 4 months Total: 2 years 9 months		



1. MANDATORY REQUIREMENTS

CRITERIA

STREAM 1 -APPLICATIONS SERVICES

A.16 - WEB MULTI-MEDIA CONTENT **CONSULTATN - LEVEL 3**

MANDATORY CRITERIA

REQUIRED SUPPORTING INFORMATION

CORPORATE REQUIREMENTS - WEB MULTI-MEDIA CONTENT CONSULTANT - LEVEL 3

M1

The Bidder must provide two (2) corporate references for separate (distinct) Government of Canada (GoC) client department/agency/crown corporation projects contracted within the last five (5) years for Web Multi-media Content Consultants in an environment similar to that described in Annex A - Statement of Work.

Each project cited must include the following:

- the provision of TBIPS Web Multi-media Content Consultant resources;
- a minimum duration of eight (8) months.

NOTES:

- Contract duration must have been fulfilled and not be cited for a future time period and must be for the stated resource category (Web Multi-Media Content Consultant).
- In the case where a multi-resource contract is cited then the contracted duration of the stated resource category (Web Multi-Media Content Consultant) must be for a period greater than eight (8) months;
- Each contract cited must include the following information:
 - the client organization:
 - the contract start and end dates (DD/MM/YYYY to DD/MM/YYYY);
 - a brief description of the project;
 - a description of the work/tasks performed by the resource(s);
 - the GoC employee name, title and telephone number and/or email address of the client's project and/or technical authority; and

Note: ISED reserves the right to contact the

Provide two client projects for which the Bidder has demonstrated professional work experience performing work similar to the Statement of Work under Annex A.

	client references to validate the information provided in the bid.	
RESOURCE RE	EQUIREMENTS - WEB MULTI-MEDIA CONTENT CONS	SULTANT - LEVEL 3
M2	If the Bidder's proposed resource has been contracted at Innovation, Science and Economic Development Canada (formerly Industry Canada) within the last five (5) years, the Bidder must provide the following information for reference checking purposes: • Innovation, Science and Economic Development Canada (Industry Canada) client/project authority name, • Telephone number /email. Note: In the event that Innovation, Science and Economic Development Canada (Industry Canada) reference check outlines that the proposed resource's contract was terminated for non-performance, the criterion will be deemed non-compliant and no further consideration will be given to the Bidder's technical proposal.	In the event that the proposed resource indicates that they were contracted by ISED, the Bidder must indicate the resource category for which the proposed resource was contracted under. If the information provided varies from that which is validated by ISED, no further consideration will be given to the Bidder's technical proposal. If the proposed resource has NOT been contracted by Innovation, Science and Economic Development Canada (Industry Canada) within the last five (5) years, nothing is required for M2.
M3	The proposal must demonstrate the proposed resource possesses the qualifications specified in the TBIPS SA by providing a detailed resume 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 1: Application Services - resource category description for a Web Multi-media Content Consultant- Level 3. The proposed resource must have greater than (>) ten (10) years professional work experience as a Web Multi-media Content Consultant in an IT environment.	Provide examples of projects for which the proposed resource has professional work experience as a Web Multi-Media Content Consultant in an IT environment.
M4	The Bidder must provide two (2) client reference projects performed within the last five (5) years for separate and distinct Government of Canada (GoC) departments and/or agencies and/or crown corporations where the proposed resource in the role of a Web Multi-Media Content Consultant performed tasks and services similar to that outlined in Annex A - Statement of Work. In the event that the proposed resource has been contracted to the same GoC organization within the last five (5) year period then two (2) separate project references will be accepted.	Provide two (2) client reference projects for which the proposed resource has demonstrated professional experience as a senior Web Multi-Media Content Consultant.

		<u></u>
M5	Each project cited must have: a minimum duration of greater than six (6) months. the client organization; the project name; contract start and end dates; level of work effort; a brief description of the work performed; and the GoC client: (employee) name, title, telephone number and/or email address of the client's technical/project authority or authorized representative. Note: An explanation must be given if the client reference telephone number and/or email address do not match the cited Government of Canada client organization or are not found in the GC (GEDS) directory.	Provide project examples that clearly
MS	The Bidder must demonstrate the that proposed resource has a minimum of ten (10) years' demonstrated professional experience within the last 15 years (as per date of bid closing) applying user-centered design methodologies for web applications.	demonstrate the proposed resource's professional experience applying user-centered design methodologies for web applications. The sum of all examples must exceed 10 years.
M6	The Bidder must demonstrate that the proposed resource has a minimum of seven (7) years' demonstrated professional experience within the last 15 years (as per date of bid closing) leading the User Experience (UX) design activities for complex* web applications. * For the purposes of evaluation, complex web applications are transactional, forms-based applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business processes governed by legislation, regulation and organizational policy.	Provide project examples that clearly demonstrate the proposed resource's professional experience leading the User Experience (UX) design activities. The sum of all examples must exceed 7 years.
M7	The Bidder must demonstrate that the proposed resource has a minimum of four (4) years' demonstrated professional experience within the last 15 years (as per date of bid closing) applying user-centred design methodologies for <i>complex*</i> web applications in an Agile or iterative development setting.	Provide project examples that clearly demonstrate the proposed resource's professional experience applying usercentered design methodologies for web applications in an Agile or iterative development setting. The sum of all examples must exceed 4

	* For the purposes of evaluation, complex web applications are transactional, forms-based applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business processes governed by legislation,	years.
1	regulation and organizational policy.	

POINT-RATED EVALUATION CRITERIA

In order to qualify for the rating process, proposals MUST respond to the following rated requirements IN THE ORDER SHOWN. Any proposal which fails to achieve an overall minimum technical rating of 70% will be eliminated from further consideration.

INSTRUCTIONS

Bidders MUST respond to the following point-rated evaluation criteria IN THE ORDER SHOWN. Any proposal which fails to meet all of the mandatory criteria will be eliminated from further consideration and will be deemed NON-COMPLIANT.

Bidders MUST provide ONLY the following information in their technical grid to the point-rated resource criteria listed below. Failure to follow the instructions will render the proposal NON-COMPLIANT.

- Project #
- Client Organization/Project Name
- Duration (month/year to month/year)
- Total level of work effort (# years/# months)

NOTE: For evaluation purposes, each of the point-rated criteria numbers (#'s) MUST be mapped to the corresponding line items (not at the summary level) within the cited projects of the proposed resource's résumé or the proposal will be deemed NON-COMPLIANT.

TECHNICAL GRID EXAMPLE:

Criteria #	Stream # – Stream Name Resource Category Name - Level X Point Rated Criteria	Required Supporting Information	Max Points
PR1	Demonstrated professional experience XXXX. >36 months = 10 points >30 months up to 36 months = 8 points >24 months up 30 months = 6 points >18 months up to 24 months = 4 points >12 months up to 18 months = 2 points ≤12 months = 0 points	Project # Industry Canada – ABC Project September 2012 - December 2014 2 years 4 months Project # Industry Canada – XYZ Project January 2010 - August 2012 2 years 8 months Total: 5 years	10 points



2. POINT RATED REQUIREMENTS

CRITERIA #	STREAM 1 - APPLICATION SERVICES A.16 - WEB MULTI-MEDIA CONTENT CONSULTANT - LEVEL 3 POINT RATED CRITERIA		MAX POINTS
PR1	The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years leading the User Experience design activities for complex* web application implementations, driving the design from ideation, to research, sketching, validating, information architecture, interaction design, prototyping, usability testing and development. Each project cited must have: • a minimum duration of six (6) months. * For the purposes of evaluation, complex web applications are transactional, formsbased applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business processes governed by legislation, regulation and organizational policy. 1 project = 5 points 2 projects = 10 points 3-4 projects = 15 points 5+ projects = 20 points	Provide project examples where the proposed resource demonstrated professional work experience leading the User Experience design activities for complex* web application implementations from ideation, to research, sketching, validating, information architecture, interaction design, prototyping, usability testing and development.	20 points
PR2	The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years facilitating discovery phase workshops with multidisciplinary teams for complex* web applications. Each project cited must have: • a minimum duration of six (6) months. * For the purposes of evaluation, complex web applications are transactional, forms-based applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web	Provide project examples where the proposed resource demonstrated professional work experience within the last ten (10) years facilitating discovery phase workshops with multidisciplinary teams for <i>complex*</i> web applications.	20 points

	applications that automate business processes governed by legislation, regulation and organizational policy. 1 project = 5 points 2 projects = 10 points 3-4 projects = 15 points 5+ projects = 20 points		
PR3	The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years defining, conducting and concluding mixed methods end-user research for complex* web applications using techniques such as, but not limited to: i. interviews, ii. contextual inquiries, iii. cognitive walkthroughs, and iv. Ethnography / diary studies. Each project cited must have: • a minimum duration of six (6) months. * For the purposes of evaluation, complex web applications are transactional, forms-based applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business processes governed by legislation, regulation and organizational policy. 1 project = 5 points 2 projects = 10 points 3-4 projects = 20 points	Provide project examples where the proposed resource demonstrated professional work experience within the last ten (10) years defining, conducting and concluding mixed methods end-user research for complex* web applications using techniques cited in PR3.	20 points
PR4	The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years performing design stream planning and road mapping on service design projects, using techniques such as, but not limited to: i. service blueprinting, ii. UX / customer journey mapping, and iii. ecosystem mapping. Each project cited must have:	Provide project examples where the proposed resource demonstrated professional work experience within the last ten (10) years performing design stream planning and road mapping on service design projects, using techniques cited in PR4.	20 points

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 a minimum duration of six (6) months. 1 project = 5 points 2 projects = 10 points 3-4 projects = 15 points 5+ projects = 20 points 		
The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years creating the information architecture for complex* web applications where tasks included: i. developing information architecture and website navigation structures, ii. identifying user needs and tasks, and iii. creating user flows and screen flows. Each project cited must have: • a minimum duration of six (6) months. * For the purposes of evaluation, complex web applications are transactional, formsbased applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business processes governed by legislation, regulation and organizational policy. 1 project = 5 points 2 projects = 10 points 3-4 projects = 15 points 5+ projects = 20 points	Provide project examples where the proposed resource demonstrated professional work experience within the last ten (10) years creating the information architecture for complex* web applications where tasks included the ones cited in PR5.	20 points
The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years working with business analysts to prioritize business requirements with clients and create User Interface designs for complex* web applications, based on business use cases or task analysis. Each project cited must have: • a minimum duration of six (6) months. * For the purposes of evaluation, complex web	Provide project examples where the proposed resource demonstrated professional work experience within the last ten (10) years working with business analysts, prioritizing business requirements with clients, and creating User Interface designs for <i>complex*</i> web applications, based on business use cases or task analysis.	20 points
	I project = 5 points 2 projects = 10 points 3-4 projects = 15 points 5+ projects = 20 points The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years creating the information architecture for complex* web applications where tasks included: i. developing information architecture and website navigation structures, ii. identifying user needs and tasks, and iii. creating user flows and screen flows. Each project cited must have: • a minimum duration of six (6) months. * For the purposes of evaluation, complex web applications are transactional, forms-based applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business processes governed by legislation, regulation and organizational policy. 1 project = 5 points 2 projects = 10 points 3-4 projects = 15 points 5+ projects = 20 points The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years working with business analysts to prioritize business requirements with clients and create User Interface designs for complex* web applications, based on business use cases or task analysis. Each project cited must have: • a minimum duration of six (6)	# For the purposes of evaluation such splications are transactional, formoths. * For the purposes of evaluation such splications surves applications that automate business ruces sovered applications that automate business ruces sovered applications that the projects = 10 points * For the purposes of evaluation, complex web applications surves ruce in the project cited must have: • a minimum duration of six (6) months. * For the purposes of evaluation, complex web applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business ruces soverned by legislation, regulation and organizational policy. 1 project = 5 points 2 projects = 10 points 3-4 projects = 10 points 5+ projects = 20 points The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years working with business analysts to prioritize business requirements with clients and create User Interface designs for complex* web applications, based on business use cases or task analysis. Each project cited must have: • a minimum duration of six (6) months.



	applications are transactional, forms-based applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business processes governed by legislation, regulation and organizational policy. 1 project = 5 points 2 projects = 10 points 3-4 projects = 15 points 5+ projects = 20 points		
PR7	The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years designing low fidelity and high fidelity UI prototypes for complex* web applications, iteratively redesigned based on usability testing and feedback. * For the purposes of evaluation, complex web applications are transactional, forms-based applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business processes governed by legislation, regulation and organizational policy. <5 years = 0 points 5-6 years = 10 points 7-8 years = 15 points	Provide project examples where the proposed resource demonstrated professional work experience within the last ten (10) years designing low fidelity and high fidelity UI prototypes for complex* web applications, iteratively redesigned based on usability testing and feedback.	20 points
PR8	9+ years = 20 points The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience within the last ten (10) years defining, conducting and concluding usability testing for complex* web applications where tasks included: i. creating usability testing plans, and ii. presenting usability testing results and recommendations to management teams and senior executives. Each project cited must have: • a minimum duration of six (6) months. * For the purposes of evaluation, complex web applications are transactional, forms-based applications supporting multi-step business processes with multi-criteria business rules logic. For instance, web applications that automate business processes governed by legislation, regulation and organizational	Provide project examples where the proposed resource demonstrated professional work experience within the last ten (10) years defining, conducting and concluding usability testing for complex* web applications where tasks included the ones cited in PR8.	20 Points

	policy. 1 project = 5 points 2 projects = 10 points 3-4 projects = 15 points 5+ projects = 20 points			
PR9	The Bidder should demonstrate in their proposal that the proposed resource possesses significant experience using modern wireframing and prototyping tools, such as Axure, Sketch/Invision, Mockplus, Adobe XD, Balsamiq, JustInMind and UX Pin. <5 years = 0 points 5-6 years = 10 points 7-8 years = 15 points 9+ years = 20 points	Provide project examples where the proposed resource demonstrated professional work experience using modern wireframing and prototyping tools, such as Axure, Sketch/Invision, Mockplus, Adobe XD, Balsamiq, JustInMind and UX Pin.		20 Points
				oints

Proposed resources must possess the experience and qualifications detailed in the applicable Resource Evaluation Grid and are available to begin work within ten (10) business days following contract award unless otherwise agreed to by both parties.

ANNEX C - BASIS OF PAYMENT

Request for Proposal: ISED 186532

DETERMINATION OF 'EVALUATED PRICE'

The Evaluated Price will be determined in accordance with the Bidders' financial proposal, which MUST be structured as per the pricing schedule detailed hereunder. Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

The Evaluated Price will be calculated exclusive of applicable taxes. The total amount of Goods and Services Tax (GST), Harmonized Sales Tax (HST) and (or) Quebec Sales Tax (QST) is to be shown separately, as applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("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:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

CONTRACT PERIOD:

				From contr	November 30,	
	В	С	D	E	F	G
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of days	Firm per diem rate	% Discount	Total =D x {E-(ExF)}
A.16 Web and Multi- Media Content Consultant	Level 3		150	\$		
Total Estimated Initial Contract Cost						\$

ODETON DEDICE 1

OPTION PERIOD 1:						
				OPTION PERIOD 1 From December 1, 2018 to November 30, 2019		
	В	С	D	Е	F	G
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of days	Firm per diem rate	% Discount	Total =D x {E-(ExF)}
A.16 Web and Multi- Media Content Consultant	Level 3		150	\$		
Total Estimated Initial Option 1 Cost						\$

OPTION PERIOD 2:

					OPTION PERI mber 1, 201 30, 2020	9 to November
	В	С	D	Е	F	G
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of days	Firm per diem rate	% Discount	Total =D x {E-(ExF)}
A.16 Web and Multi- Media Content Consultant	Level 3		150	\$		
Total Estimated Initial Option 2 Cost					\$	

тот	FAL ESTIMATED COST: \$

ANNEX D: BASIS OF SELECTION

It is understood by the parties submitting proposals that, to qualify, bidders must meet all mandatory requirements as well as the minimum score identified for the point-rated criteria.

The Method of Selection to issue the resulting Contract is the technically responsive proposal that obtains the highest combined rating of technical merit and price and will be calculated as indicated in Supplier Selection Method below.

1.1 SUPPLIER SELECTION METHOD:

The contractor will be selected on the basis of the highest responsive combined rating of technical merit and price. The total proposal rating of each proposal will be calculated as follows:

Rating of Technical Proposal

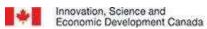
Total Technical Points X 80 points Maximum Technical Points

Rating of Financial Proposal

Lowest Total Estimated Cost of all Technically Compliant Bidders X 20 points All other Total Estimated Cost of Individual Supplier bids

Total Proposal Rating

Total Proposal Rating = Technical rating + Financial Rating



ANNEX E - SECURITY REQUIREMENTS CHECK LIST

SRCL/LVERS #4 Contract Number / Numéro du contrat Government Gouvernement of Canada du Canada Security Classification / Classification de sécurité UNCLASSIFIED SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Branch or Directorate / Direction générale ou Direction 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant a) Subcontract Number / Numéro du contrat de sous-traitance 4. Brief Description of Work / Brève description du travail 5. a) Will the supplier require access to Controlled Goods? 1 Le fournisseur aura-t-il accès à des marchandises contrôlées? Non Cui 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control No Yes 1 Regulations? Non Oui Le Tournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le type d'accès requis 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? ✓ Non Le fournisseur ainsi que les employés auront ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? Out (Specify the level of access using the chart in Question 7, c) Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Na Yes Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. c) Is this a commercial courter or delivery requirement with no overnight storage. √ Non S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? Our a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès NATO / OTAN Foreign / Étranger Canada 7. b) Release restrictions / Restrictions relatives à la diffusion All NATO countries No release restrictions No release restrictions Aucune restriction relative à la diffusion Aucune restriction relative Tous les pays de l'OTAN à la diffusion. Not releasable A ne pas diffuser Restricted to: / Limité à : Restricted to: / Limité à : Restricted to: / Limité à : Specify country(les): / Préciser le(s) pays ; Specify country(les): / Préciser le(s) pays : Specify country(les): / Préciser le(s) pays : 7. c) Level of information / Niveau d'information PROTECTED A PROTECTED A NATO UNCLASSIFIED NATO NON CLASSIFIÉ PROTÈGÉ A PROTÉGÉ A PROTECTED B NATO RESTRICTED PROTECTED B NATO DIFFUSION RESTREINTE PROTÉGÉ B PROTÉGÉ B PROTECTED C NATO CONFIDENTIAL PROTECTED C PROTÉGÉ C PROTÉGÉ C NATO CONFIDENTIEL CONFIDENTIAL CONFIDENTIAL NATO SECRET NATO SECRET CONFIDENTIEL CONFIDENTIEL COSMIC TOP SECRET SECRET SECRET COSMIC TRÈS SECRET SECRET SECRET TOP SECRET TOP SECRET TRÉS SECRET TRÈS SECRET TOP SECRET (SIGINT) TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) TRÉS SECRET (SIGINT) TBS/SCT 350-103(2004/12) Security Classification / Classification de sécurité

UNCLASSIFIED

Canadä

Request for Proposal: ISED 186532

Governme of Canada		ent	Contract Number / Numero du contrat		
			Security Class	ification / Classification UNCLASSIFIED	de sécurité
Le fournisseur aura-t-il ac if Yes, indicate the level of Dans l'affirmative, indique 9. Will the supplier require a Le fournisseur aura-t-il ac Short Title(s) of material / Document Number / Num PART B - PERSONNEL (SU	coess to PROTECTE xès à des renseigne di sensitivity: er le niveau de sensit coess to extremely a xès à des renseigne Titre(s) abrégé(s) du éro du document : IPPUER) / PARTIE	ensitive INFOSEC information or ments ou à des biens INFOSEC (désignés PROTÉGÉS et/ou C assets? de nature extrêmement délica JR)		No Yes Out
RELIABILIT COTE DE F	IABILITÉ	CONFIDENTIAL CONFIDENTIAL NATO CONFIDENTIAL	✓ SECRET SECRET	TOP SEC	CRET
100000000000000000000000000000000000000	RET - SIGINT	NATO CONFIDENTIAL	NATO SECRET		TOP SECRET TRÊS SECRET
	X EMPLACEMENTS				
Special com Commentair	ments: res spéciaux :				
REMARQUE	: Si plusieurs nivea	ing are identified, a Security Classi ux de contrôle de sécurité sont re			e fourni.
 b) May unscreened personnel sans au 		rtions of the work? peut-if se voir confier des parties	du travail?		✓ No Yes Non Oui
If Yes, will unscreened Dans l'affirmative, le p					No Non Oui
ART C - SAFEGUARDS (S INFORMATION / ASSETS	The second secon	C - MESURES DE PROTECTIO IENTS / BIENS	ON (FOURNISSEUR)		
premises?		d store PROTECTED and/or CLA d'entreposer sur place des rense			No Non Out
11. b) Will the supplier be re		COMSEC information or assets? as renseignements ou des biens (COMSEC?		No Yes
PRODUCTION					

TBS/SCT 350-103(2004/12)

occur at the supplier's site or premises?

Security Classification / Classification de sécurité UNCLASSIFIED

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED

information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGES et/ou CLASSIFIES?

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

11. e) Will there be an electronic link between the supplier's IT systems and the government depertment or agency? Disposera-t-on d'un fien électronique entre le système informatique du fournisseur et calui du ministère ou de l'agence gouvernementale?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

Canadä

No

√ Non

✓ Non

✓ Non

Yes

Yes

Yes Oui Government Gouvernement of Canada du Canada

Request for Proposal: ISED 186532

Contract Number / Numéro du contrat

oplier's , les aisies
TOP SECRET
TREE SECRET

TBS/SCT 350-103(2004/12)

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Canadä

.4.	Government
	of Canada

Gouvernement du Canada

Contract Number / Numero du contrat	
Security Classification / Classification de sécurité UNCLASSIFIED	

PART D - AUTHORIZATION / PAR	TIE D. AUTORISATIO	ON				
13. Organization Project Authority /						
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature		
Telephone No Nº de téléphone Facsimile No N° de		de télécopieur E-mail address - Adresse oou		urriel	riel Date	
14. Organization Security Authority	/ Responsable de la sé	curité de l'orga	nisme	87		
Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature		
Telephone No N° de téléphone	Facsimile No Nº d	e télécopieur	E-mail address - Adresse cou	urriel	Date	
Are there additional instructions Des instructions supplémentaire				nt-elles jointe	No Yes Oui	
16. Procurement Officer / Agent d'a	pprovisionnement			- 14 - 14 - 15 - 15 - 15 - 15 - 15 - 15	Maria Maria Maria	
Name (print) - Nom (en lettres moul	čes)	Title - Titre		Signature		
Telephone No Nº de téléphone	Facsimile No Nº de	e télécopleur	E-mail address - Adresse co	ourriel	Date	
17. Contracting Security Authority /	Autorité contractante er	n matière de sé	curité			
Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature	and you	
Telephone No N° de téléphone	Facsimile No Nº de	e télécopieur	E-mail address - Adresse co	ourriel	Date 23-06-2016	

Danica Zuger Quality Control Officer|Agente contrôle de la qualité Contracts Security Division|Division des contrats sécurité Danica.zuger@tpsgc-pwgsc.gc.ca Tel/Tél 613-948-1670 Fax/Télec 613-954-4171

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä

ANNEX F - BID SUBMISSION FORM

BID SUBMISSION FORM					
Bidder's full legal name					
Authorized Representative of Bidder for	Name				
evaluation purposes (e.g., clarifications)	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)					
Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3	Address of proposed site or premise:				
for instructions.	City:				
(Note: Procurement Officers should	Province:				
delete if this requirement was not included in Part 6)	Postal Code:				
,	Country: CANADA				
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in				
See the Article in Part 2 of the bid	the bid solicitation?				
solicitation entitled Former Public Servant for a definition of "Former Public Servant".	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 require 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.]		
On behalf of the Bidder, by signing below, I including the documents incorporated by ref		
 The Bidder considers itself and its propose described in the bid solicitation; 	ed resources able to meet all the manda	tory requirements
2. This bid is valid for the period requested i	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 resulting contract clauses included in the bid		t out in the
Signature of Authorized Representative of Bidder		