

REQUEST FOR PROPOSAL (RFP)

FOR

**Natural Sciences and Engineering Research Council of Canada
(NSERC)**

RFP # N19-17619

Privacy Consultant (Advanced)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

You are invited to submit a proposal to the location specified below for the services detailed herein as follows:

Proposal Closing Date and Time:	Tuesday February 26 at 2:00PM (EDT)
Submit Proposals to:	<p>By email:</p> <p>Tenders@NSERC-CRSNG.GC.CA</p> <p>By mail:</p> <p>Bid Receiving Unit, ATTN: Mark Beriault Natural Sciences and Engineering Research Council of Canada / Social Sciences and Humanities Research Council of Canada Mailroom, 16th Floor 350 Albert Street Ottawa, ON K1A 1H5</p>
Enquiries regarding this RFP must be directed to:	Tenders@NSERC-CRSNG.GC.CA

To be considered, proposals must be received by the Closing Date and Time.

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PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # N19-17619. It is divided into seven parts plus annexes and, attachments as follows :

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and

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

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

1.2 DEBRIEFINGS

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

1.3 FEDERAL CONTRACTING TIP LINE

The Competition Bureau, the Royal Canadian Mounted Police and Public Services and Procurement Canada are partnering to introduce an anonymous and toll-free [Federal Contracting Fraud Tip Line](#) to improve our ability to detect and prevent fraud, collusion and corruption in contracts and real property agreements awarded by the Government of Canada. Fraudulent activities undermine fair competition, threaten the integrity of the markets, are a barrier to economic growth, increase the cost and risk of doing business, and undermine public confidence in government institutions.

By introducing this Tip Line, the partnering organizations seek to receive information, mostly from suppliers, their competitors, and their employees, on suspected unethical business practices including, but not limited to, collusion, bid-rigging, kickbacks, bribes, and false invoicing.

Individuals with information on suspected wrongdoing in a Government of Canada contract or real property agreement are encouraged to come forward anonymously by calling the toll-free line at 1-844-365-1616 or by completing a [form](#) online. Calls to the toll-free line will be answered between 8:30 am and 5:00 pm Eastern Standard Time. An answering service is available afterhours.

This information will be used to conduct investigations and introduce due diligence measures where warranted to protect the integrity of its contracts and real property agreements. In collaborating together it

will increase the visibility and credibility of the initiative and potentially improve the ability to identify trends specific to a particular supplier, industry and/or activities within a geographic location over time.



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-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2018-05-22) 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.

Subsection 5.4 of Section 05 is amended by deleting “sixty (60) days” and inserting “180 days”.

2.2 SUBMISSION OF BIDS

- (a) Unless specified otherwise in the RFP, bids must be submitted by the date, time and place indicated on page 1 of this document.
- (b) Due to the nature of this solicitation, bids submitted by facsimile 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.

2.3 FORMER PUBLIC SERVANT

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.

Bidders must refer to Attachment 5.1 to Part 5 – Certifications

2.4 ENQUIRIES – BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than **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.

2.5 APPLICABLE LAWS

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

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

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

PART 3 – BID PREPARATION INSTRUCTIONS

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 – four (4) hard copies + one (1) soft copy on USB **OR** a copy sent electronically by email
 - ii. Section II: Financial Bid – one (1) hard copy + one (1) soft copy on USB **OR** a copy sent electronically by email
 - iii. Section III: Certifications – one (1) hard copy **OR** a copy sent electronically by email

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Bidders who provide financial information in the technical proposal will be disqualified.

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

- 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](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/60/1) <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/60/1>. To assist Canada in reaching its objectives, bidders are encouraged to :
- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- d. **Submission of Only One Bid:**
- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
 - ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:

- A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

e. Joint Venture Experience:

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

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

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

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

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

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

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



That show in total 100 billable days.

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

3.2 SECTION I : TECHNICAL BID

The technical bid consists of the following :

- i. **Bid Submission Form** : Bidders are requested to include the Bid Submission Form – Annex D 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 resource 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 with the specific articles of Attachment 1 to part 4 technical evaluation criteria, 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 1 to part 4 technical evaluation criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- 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;



- v. **For Proposed Resource:** The technical bid must include résumé for the resource as identified in Attachment 1 to Part 4, Technical Evaluation Criteria (**within a 10-page limit for the CV (10 pages single-sided or five pages double-sided; additional pages beyond the page limit will not be reviewed and rated)**). The Technical bid must demonstrate that the 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 resource:
- A. Proposed resource 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.
 - 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.
 - 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.

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 Hourly 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:
 - i. the rate bid must not increase by more than 5% from one time period to the next, and
 - 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.
- d. **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 must submit the certifications required under Part 5 that have not been included in the Technical Bid.

ATTACHMENT 1 TO PART 3

PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all-inclusive Hourly rate (in Cdn \$) for each of the Resource Categories identified.

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/>;
- b) any travel expenses for travel between the Contractor's place of business and the NCR; and
- c) any travel and living expenses for the relocation of the resource to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

INITIAL CONTRACT PERIOD:

Date of contract award to Dec 20,2019

Category of Personnel	Level of Expertise	Name of Proposed Resource	Firm Hourly Rate (A)	*Estimated LOE (B)	Estimated Cost (AxB)
Privacy Consultant	Advanced	To be inserted at contract award	\$	1950 Hours	\$
Subtotal:					\$
Applicable taxes:					\$
Total price for initial contract period:					\$

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 :
 - i. **Requests for Clarifications** : If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Interviews**: If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have two working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada. **If Canada wishes to interview, a Bidder representative will accompany the requested resources to the interview and will observe the interview.**
 - iii. **Requests for Further Information**: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,The Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - iv. **Extension of Time** : If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

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 1 to Part 4, Technical 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 1 to Part 4, Technical Evaluation Criteria

4.3 FINANCIAL EVALUATION

For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 1 to Part 3, Pricing Schedule.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.4 BASIS OF SELECTION

4.4.1 Basis of Selection - Highest Combined Rating of Technical Merit 70% and Price 30%

4.4.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum **45/65 points** specified in Attachment 1 to Part 4 for the point rated technical criteria.

4.4.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.4.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **$PS_i = LP / P_i \times 30$** . P_i is the evaluated price (P) of each responsive bid (i).

4.4.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **$TMS_i = OS_i \times 70$** . OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.4.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **$CR_i = PS_i + TMS_i$**

4.4.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

4.4.1.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88	82	92
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 70 = 61.6$	$50,000^* / 60,000 \times 30 = 24.9$	86.5
Bidder 2	$82 / 100 \times 70 = 57.4$	$50,000^* / 55,000 \times 30 = 27.2$	84.4
Bidder 3	$92 / 100 \times 70 = 64.4$	$50,000^* / 50,000 \times 30 = 30$	94.4

* represents the lowest evaluated price

ATTACHMENT 1 TO PART 4

TECHNICAL EVALUATION CRITERIA

1.0 Instructions

The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement.

Simply repeating the statement contained in the bid solicitation is not sufficient, the vendor must provide concrete examples that clearly demonstrate the required skills and experience.

1.1 Mandatory Technical Requirements

The bid must meet the mandatory technical criteria specified below. The Bidder MUST provide the necessary documentation to support compliance with the requirements. Bids which fail to meet the mandatory technical criteria will be declared non-responsive and given no further consideration. Each Mandatory Technical Criterion should be addressed separately.

M1. CORPORATE REQUIREMENTS

Item	Mandatory Requirement	Bidder's Response
M-1	The proposed resource must have a university degree from a recognized post-secondary institution.	
M-2	The proposed resource must have a minimum of five (5) years of experience related to implementing and administering the <i>Privacy Act</i> and related regulations and directives in the last fifteen (15) years from the date of bid closing.	
M-3	The proposed resource must have at least two (two) years of experience, in the last five (5) years from the date of bid closing, in developing privacy related policies and documents, such as sensitive or complex Privacy Impact Assessments, Info Source/PIB updates, privacy protocols, consent statements, privacy notices and/or guidance and advice to management on privacy issues.	
M-4	The proposed resource must have at least one (1) year of experience in the last five (5) years, from the date of bid closing, in the use of Access Pro Case Management and Access Pro Redaction, or similar software.	
M-5	The bidder's technical proposal must provide a complete description of the proposed resource's experience in the performance of work similar to that described in the Statement of Work, <u>within a 10-page limit for the CV (10 pages single-sided or five pages double-sided).</u> Additional pages will not be reviewed and rated.	
M-6	Proposed resource must be bilingual in both official languages as per language proficiency grid below	



LANGUAGE PROFICIENCY GRID

Legend/Légende	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement.

Simply repeating the statement contained in the bid solicitation is not sufficient, the vendor must provide concrete examples that clearly demonstrate the required skills and experience.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The resource must meet the minimum required pass mark.

A. Experience		Point Rated Scale	Points Received
R1	The proposed resource should demonstrate more than five (5) years of experience, from the date of bid closing, in administering and interpreting the <i>Privacy Act</i> and related regulations and directives.	One point for every additional one (1) year of demonstrated experience. (maximum of 10 points)	/10
R2	The proposed resource should demonstrate experience preparing or coordinating sensitive or complex Privacy Impact Assessments (more than one).	One point for every Privacy Impact Assessments (PIA) completed. (maximum of 10 points)	/10
R3	The proposed resource should demonstrate experience preparing or coordinating updates to Info Source/PIBs (more than once).	One point for every Info Source/PIB update project completed. (maximum of 10 points)	/10
R4	The proposed resource should demonstrate more than two years' experience developing privacy related policies and documents, such as privacy protocols, consent statements, privacy notices and advice and guidance to a federal government entity.	One point for every year, over two years, of demonstrated experience. (maximum of 10 points)	/10



R5	The proposed resource should demonstrate more than one year's experience in processing privacy requests in Access Pro Case Management (APCM) or equivalent software.	One point will be awarded for each one (1) year period, over one year, of demonstrated experience before the date of bid closing. (maximum of 5 points)	/5
R6	The proposed resource should demonstrate experience in processing privacy requests, processing and resolving privacy breaches or complaints to the Office of the Privacy Commissioner.	One point will be awarded for each one (1) year period of demonstrated experience before the date of bid closing. (maximum of 5 points)	/5
R7	The proposed resource should demonstrate experience in delivering more than one training session to staff on privacy issues, in both official languages.	One point will be awarded for each additional training session delivered before the date of bid closing. (maximum of 5 points)	/5
R8	The proposed resource should demonstrate experience in preparing annual statistics and the annual report on administering the <i>Privacy Act</i> .	One point will be awarded for each annual statistical report and/or annual report on administering the <i>Privacy Act</i> completed before the date of bid closing. (maximum of 5 points)	/5
R9	The proposed resource should demonstrate experience in project planning and coordination.	Qualitative assessment of evidence provided of demonstrated experience. (maximum of 5 points)	/5
TOTAL POINTS AVAILABLE			/65

Minimum points required to pass: 45 points (69%)



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.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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.

5.1 FORMER PUBLIC SERVANTS

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.

5.2 LANGUAGE

The individual proposed must be able to communicate orally and in writing in both official Languages English & French as identified in LANGUAGE PROFICIENCY GRID in attachment 1 Part 4.

5.3 EXPERIENCE

- (a) The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to 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.
- (b) The resource proposed must meet the minimum experience requirements detailed in the Supply Arrangement for the category of personnel for which they are being proposed. The SA Holder acknowledges that Public Services and Procurement Canada reserves the right to verify this certification prior to contract award or during contract performance and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.

ATTACHMENT 1 TO PART 5 – Certifications

A. FORMER PUBLIC SERVANTS CERTIFICATION

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

Definitions

For the purposes of this clause,

"former public servant" means a former member of a department as defined in the *Financial Administration Act, R.S. , 1985, c. F-11*, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

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

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

- a) name of former public servant,; and
- b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Bidder must provide the following information:

- a) name of former public servant,;
- b) conditions of the lump sum payment incentive,;
- c) date of termination of employment,;
- d) amount of lump sum payment,;
- e) rate of pay on which lump sum payment is based,;
- f) period of lump sum payment including start date, end date and number of weeks,; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.



For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

Certification

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

Signature of Authorized Representative

Date

B. STATUS AND AVAILABILITY OF RESOURCE

The Bidder certifies that, should it be 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. If the resulting contract is awarded more than 30 days following the closing date of the solicitation, and for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, 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.

Signature of Authorized Representative

Date

Signature of Proposed Resource

Date

C. LANGUAGE

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

Signature of Authorized Representative

Date

D. EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to 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.

Signature of Authorized Representative

Date

PART 6 – SECURITY REQUIREMENTS

6.1 SECURITY REQUIREMENT

- a. Before award of a contract, the following conditions must be met :
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and

the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites

- b. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- c. 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. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "**Client**" is Natural Sciences and Engineering Research Council of Canada and Social Sciences and Humanities Research Council of Canada.
- c. **Defined Terms** : 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. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 MINIMUM WORK GUARANTEE

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

7.3 STANDARD CLAUSES AND CONDITIONS

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

a. **General Conditions :**

2035 (2018-06-21), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 – Integrity Provisions - Contract, of General Conditions 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

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:

1. 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.
2. 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.
3. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

7.4 SECURITY REQUIREMENT

Security Requirement for Canadian Supplier: Public Services and Procurement Canada File #Common-Professional Services Security Requirement Check List #6

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability status**, granted or approved by CISD/PSPC
3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction

4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
5. The Contractor/Offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex C
 2. Industrial Security Manual (Latest Edition)

7.5 CONTRACT PERIOD

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one (1) year later (date to be inserted at contract award); and
- 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 one (1) additional one (1) year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

7.6 AUTHORITIES

a. Contracting Authority

Name: Mark Beriault
Title: Senior Contracting Advisor
Organization: Natural Sciences and Engineering Research Council of Canada and Social Sciences and Humanities Research Council of Canada
Address: 350 Albert Street Ottawa, Ontario K1A 1H5
Telephone: 613-947-3737
E-mail address: mark.beriault@nserc-crsng.gc.ca

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

b. Project Authority

Name : To be provided at time of Contract award
Title :
Organization : Natural Sciences and Engineering Research Council of Canada and Social Sciences and Humanities Research Council of Canada
Address : 350 Albert Street Ottawa, Ontario K1A 1H5
Telephone :
E-mail address :

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of

the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. **Contractor's Representative:**

To be provided at time of Contract award

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

7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

7.8 PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of **\$ amount to be inserted at contract award**. Customs duties are included and Applicable Taxes are extra.

Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. 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. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.9 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.

7.10 INVOICING INSTRUCTIONS

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the monthly progress report.

Payment will only be made upon submission of an invoice to the satisfaction and acceptance of the Project Authority specified herein. Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- Company name, address, etc.;
- Business Number (For Incorporated Contractors);
- GST Number or HST Number
- Destination (Client's address);
- Date;
- Contract No;
- Period in which services were rendered;
- The following certification signed by the Contractor or an authorized officer:
 - *"I certify that I have examined the information provided above, including the legal name, address, and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor."*

The Contractor will send the invoice **electronically**, whenever possible, to the following email address: Payables@nserc-crsng.gc.ca. Invoices are only to be sent by mail when electronic submission is not possible.¹

Direct Deposit Initiatives

The Government of Canada is transitioning from cheques to electronic payments, including the use of direct deposit. A direct deposit is a stable, fast, convenient, secure and reliable payment method used by the Receiver General for Canada to make deposits (one-time only payments or regularly occurring payments) directly into a specified bank account on a payment date.

TO ENSURE TIMELY PAYMENT, PLEASE COMPLETE THE [PAYEE AND DIRECT DEPOSIT ENROLMENT FORM](#), INCLUDING YOUR COMPLETE MAILING ADDRESS, A VALID EMAIL ADDRESS AND YOUR BANKING INFORMATION FOR DIRECT DEPOSITS. PLEASE SCAN THE COMPLETED FORM AND SEND ELECTRONICALLY TO VENDORS@NSERC-CRSNG.GC.CA. IF YOU PREFER TO RECEIVE A CHEQUE, YOU WILL ONLY NEED TO COMPLETE PART A AND C OF THE FORM.

¹ If you are unable to send the invoice electronically, invoices can be sent to the following address:
Accounts Payable, NSERC
350 Albert, 18th floor
Ottawa, Ontario K1A 1H5

For each direct deposit payment, an email is automatically sent to the beneficiary indicating the payment details (invoice number, account/customer number etc.). Cheque stub details are longer provided, due to the elimination of the stub by the Government of Canada.

7.11 CERTIFICATIONS

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

7.12 APPLICABLE LAWS

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

7.13 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions 2035 (2018-06-21);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. Annex D, Bid Submission Form
- g. the Contractor's bid dated _____,

7.14 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 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.

7.15 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.

7.16 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.

7.17 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.

- suitable accommodations
- network access
- computer/terminal

7.18 TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to one (1) month afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

7.19 DISPUTE RESOLUTION SERVICES

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.20 CONTRACT ADMINISTRATION

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement

Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca

ANNEX A STATEMENT OF WORK (SOW)

1. TITLE

Privacy Consultant (Advanced)

2. OBJECTIVE

NSERC's Access to Information and Privacy (ATIP) Office is seeking an Advanced Privacy Consultant, available full-time for duration of the contract, in order to complete a number of different privacy projects, provide training to staff and provide expert advice and recommendations to management and staff.

Advanced Privacy Consultant demonstrates extensive understanding of the interpretation and application of related legislation, policies, regulations and best practices associated with the collection, use, retention, sharing and protection of sensitive personal information.

3. BACKGROUND

NSERC has a small ATIP office, overseen by the Corporate Secretary. The position of the ATIP Coordinator is currently vacant. A separate contract is in process for a Senior ATI Consultant, to focus on access requests and complaints. The Advanced Privacy Consultant will focus specifically on privacy related projects and files. An ATIP/Secretariat Officer works half-time on ATIP and will provide administrative support. A law student has also been hired, to work 10 hours a week in the ATIP office.

NSERC is an agency which provides grant funding for research in the natural sciences and engineering in Canadian universities and colleges and scholarships to students and postdoctoral fellows. Funding decisions are based on the results of international peer review. In this process, NSERC collects, retains and uses a significant amount of personal information from researchers and students.

4. SCOPE

Complete privacy projects listed below, improve NSERC's current processes and practices and its compliance with the *Privacy Act* and related regulations, directives etc. and provide expert advice to management and training to staff.

5. TASKS

- a. Follow-up to the Privacy Impact Assessment (PIA) on Equity, Diversity and Inclusion (EDI) data collection – working with OPI, Corporate Secretary, translation and web teams - finalize documents for web posting.
- b. Review, recommend changes to, and update InfoSource and Personal Information Banks (PIBs) working with Corporate Secretary, IM and program staff, develop project plan.
- c. Finalize draft EDI Privacy Protocol – working collaboratively with staff – and provide training to staff in program and corporate divisions in both Official Languages.
- d. Develop PIA Protocol - working collaboratively with staff.
- e. Review all privacy related information on NSERC's website, online systems etc. and provide recommendations and an action plan on what changes are needed.
- f. Develop a workplan for the special projects above.
- g. Prepare annual statistics and draft annual report to Parliament re administration of *Privacy Act*.
- h. Provide guidance on privacy breach files.
- i. Process privacy requests, using APCM software.

- j. Provide advice on privacy issues related to ATI requests and a wide range of program, policy and operational issues.

6. CLIENT SUPPORT

Administrative support from NSERC personnel, guidance and direction from Corporate Secretary and possible legal advice, if necessary, from Justice Canada.

7. DELIVERABLES and ASSOCIATED SCHEDULE

Month 1 – a. and f.
Month 2 – b.
Month 3 – c.
Month 4 – d.
Month 5 – e.
Month 6 – g.
Ongoing – h, i and j.

8. LANGUAGE OF WORK:

Bilingual Advanced

9. APPLICABLE DOCUMENTS

Privacy Act
Privacy Policy and Directives
InfoSource NSERC
NSERC EDI webpage
NSERC ATIP Webpage

10. LOCATION OF WORK:

All work will be performed at 350 Albert Street, Ottawa, ON K1A 1H5

11. SECURITY LEVEL:

Reliability

12. INTELLECTUAL PROPERTY

None

**ANNEX B
BASIS OF PAYMENT**

(a) Professional Services:

The Contractor will be paid in accordance with the Basis of Payment detailed in this Annex B for Work performed pursuant to the Contract.

(b) 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.

(c) Travel

Work is to be performed within the National Capital Region (NCR). The Crown will not accept any travel expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

INITIAL CONTRACT PERIOD: Contract award to December 20, 2019

Category of Personnel	Level of Expertise	Name of Proposed Resource	Firm Hourly Rate (A)	*Estimated LOE (B)	Estimated Cost (Ax B)
Privacy Consultant	Advanced	To be inserted at contract award	\$	1950 Hours	\$
Subtotal:					\$
Applicable taxes:					\$
Total price for initial contract period:					\$



ANNEX C SECURITY REQUIREMENTS CHECKLIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 119-17619
Security Classification / Classification de sécurité Reliability

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine NSERC	2. Branch or Directorate / Direction générale ou Direction Corporate Secretariat
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail NSERC's Access to Information and Privacy (ATIP) Office is seeking an Advanced Privacy Consultant, available full-time for duration of the contract, in order to complete a number of different privacy projects, provide training to staff and provide expert advice and recommendations to management and staff.	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
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? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (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)	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. 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. 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.	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. 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	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Reliability





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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité: No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
 No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
 Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
 Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

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 PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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PART C - (Continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	
											A	B	C				
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support / TI / Lien / Électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Barbara Conway		Corporate Secretary	<i>B. Conway</i>
Telephone No. - N° de téléphone 613 995 5897	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel barbara.conway@nserc-crsng.gc.ca	Date December 4, 2018
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
<i>P. Luca Coatta</i>		Security Officer	<i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <i>2018-12-04</i>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
<i>MARK BERIAUCC</i>		contract officer	<i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <i>2018-12-05</i>
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Reliability



**ANNEX D
BID SUBMISSION FORM**

<i>(to be filled in by Bidder)</i>		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	As per TBIPS Holder Supply Arrangement.	
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servants Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servants Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that [<i>check the box that applies</i>]:	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	



	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) Submit to Employment and Social Development Canada (ESDC) form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) Submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:</p> <p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p> <p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p> <p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Employment and Social Development Canada (ESDC) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p> <p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by ESDC).</p>	
<p>Security Clearance Level of Bidder <i>[include both the CISD security clearance number, level and the date it was granted]</i></p>		
<p>Security Clearance Level of Bidder's Individual Resources <i>[add additional resources on another page, if required]</i></p> <p>i. Name of Individual as it appears on security clearance application:</p> <p>ii. Level of security clearance obtained and expiry date:</p> <p>iii. Security Screening Certificate and Briefing Form file number</p>	<p>i.</p> <p>ii.</p> <p>iii.</p>	



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

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

Signature of Authorized Representative of Bidder