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## PART 1 - GENERAL INFORMATION

### 1. INTRODUCTION

1.1. The bid solicitation is divided into five (5) parts and Annexes, as follows:

Part 1 GENERAL INFORMATION: provides a general description of the requirement;

Part 2 BIDDER INSTRUCTIONS: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 BID PREPARATION INSTRUCTIONS: provides Bidders with instructions on how to prepare their bid;

Part 4 EVALUATION PROCEDURES AND BASIS OF SELECTION: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and

Part 5 DRAFT CONTRACT/ARTICLES OF AGREEMENT: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work (Annex "A"), the Basis of Payment (Annex "B"), Certifications (Annex "C"), and Security Requirements Check List (Annex "D").

### 1.2. SUMMARY

1.2.1. The purpose of this Request for Proposal (RFP) is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide lead generation services as described in the Statement of Work – Annex "A", attached herein.

1.2.2. The Work is to be performed from the contract award date, tentatively set for **September 1, 2020**, for a period of up to one (1) year. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date.

1.2.3. The requirement may be subject to the provisions of the:

- a) North American Free Trade Agreement (NAFTA)
- b) Canadian Free Trade Agreement (CFTA)
- c) Canada - Chile Free Trade Agreement (CCFTA)
- d) Canada - Columbia Free Trade Agreement
- e) Canada - Korea Free Trade Agreement
- f) Canada - Honduras Free Trade Agreement
- g) Canada - Panama Free Trade Agreement

### 1.3. CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute is included with this RFP at Part 5, and Annex "A", respectively.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1. LANGUAGE OF PROPOSAL

Bid documents and supporting information must be submitted in either English or French.

### 2.2. REFERENCE CLAUSES

#### 2.2.1. 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.

2.2.2. This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

**In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.**

**NOTE: It is strongly recommended that bidders visit the above site to better understand these clauses and conditions.**

### 2.3. STANDARD INSTRUCTIONS

2.3.1 The [2003](#) (2019-03-04) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>), are incorporated by reference into and form part of the bid solicitation.

2.3.2 Except in the case of “PWGSC’s Integrity Database”, where referred to, the words “Public Works and Government Services Canada” or “PWGSC” are to be substituted to read “*Foreign Affairs, Trade and Development Canada*” or “*DFATD*”; all references to facsimile number of “819-997-9776” are deleted; all references to “Canada Post epost Connect service” are deleted; and the words “Contracting Authority” are to be substituted to read “*Canada’s Representative*”.

2.3.3 Subsection 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows:

**DELETE:** Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation.

**INSERT:** Bids will remain open for acceptance for a period of not less than 120 days from the closing date of the bid solicitation.

2.3.4 Subsection 06 (2018-05-22) Late Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 2.3.5

2.3.5 Subsection 07 (2018-05-22) Delayed Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that



can be attributed to incorrect handling by Canada, after the proposal (bid) has been received at the location stipulated on page one (1).

#### 2.3.6 Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by epost Connect service.

### **2.4. SUBMISSION OF PROPOSALS**

- 2.4.1. Proposals must be received by DFATD at the email address identified on page 1. Proposals should NOT be sent directly to the Contracting Authority, Project Authority or mission. Canada will not be responsible for proposals delivered to a different address.
- 2.4.2. It is the responsibility of the Bidder to confirm that their submission has been received on time, and to the correct location.
- 2.4.3. More than one (1) e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).
- 2.4.4. Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:
- The size of attachments exceeds 10 MB;
  - The e-mail was rejected or put in quarantine because it contains executable code (including macros);
  - The e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 2.4.5. Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.
- 2.4.6. It is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 2.4.7. If a proposal is submitted by a joint venture, it must be in accordance with Subsection 17 (2010-01-11) Joint Venture, of 2003 (2019-03-04) Standard Instructions.
- 2.4.8. It is the Bidder's responsibility to:
- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - b. prepare its proposal in accordance with the instructions contained in the RFP;
  - c. submit by closing date and time a complete proposal;
  - d. send its bid only to the address specified on page 1 of the bid solicitation;
  - e. ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the proposal; and,
  - f. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.9. All Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.10. Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.11. A proposal cannot be assigned or transferred in whole or in part.



## **2.5. COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS**

- 2.5.1. All enquiries and suggested improvements must be submitted in writing only at [internationalproposals@international.gc.ca](mailto:internationalproposals@international.gc.ca) no later than **June 29, 2020**. Enquiries and suggestions received after that time may not be answered.
- 2.5.2. Bidders should reference as accurately as possible the numbered item of the RFP 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.

## **2.6. APPLICABLE LAWS**

Any resulting contract will be deemed to have been made in the province of Ontario, Canada and for all purposes will be interpreted and governed, and the relations between the parties determined, by and enforced in accordance with the laws of the province of Ontario, Canada.

## **2.7. DEBRIEFINGS**

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

## **2.8. NO PROMOTION OF BIDDERS INTEREST**

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1. PROPOSAL PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.

Bidders should follow the format instructions described below, during the preparation of their bid:

- (a) Minimum type face of 10 points.
- (b) All material should be formatted to print on 8.5" x 11" or A4 paper.
- (c) For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

Section I: Technical Proposal one (1) copy by email submission

Section II: Financial Proposal one (1) copy by email submission

Section III: Certification one (1) copy by email submission

**Please note:** Bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. The latest bid received will supersede any previously received bids.

### 3.2. TECHNICAL PROPOSAL INSTRUCTIONS

#### 3.2.1. Section I: to be labeled "Technical Proposal"

In their technical proposal, bidders should explain, and demonstrate, how they propose to meet the requirements and how they will carry out the Work. This section should not exceed ninety (90) double-sided pages. Bidders should sign the front page of their bid; they may use the first page of this RFP in order to do so.

#### 3.2.2. The Bidder must provide the necessary documentation to support compliance with the requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation;
- b. The Bidder should provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the Bidder should indicate the duration of such experience, specifying the start and end dates (month and year at a minimum).

#### 3.2.3. The bid will be declared non-responsive if any statement made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 3.3. FINANCIAL PROPOSAL INSTRUCTIONS

#### 3.3.1. Section II: to be labeled "Financial Proposal"

3.3.2. Bidders must submit their Financial Proposal in accordance with Section II. The Financial Proposal must be submitted as per the Excel document entitled **20-170581 – BIP – Pricing Schedule** attached with the RFP. Please be aware the Excel document will auto populate.

3.3.3. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

3.3.4. Failure to provide specific pricing for an item may render the bid non-responsive. Taxes are not to be included.



- 3.3.5. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed and only if the bid is considered responsive as per 4.2 Basis of Selection.
- 3.3.6. The Financial Proposal submitted by the Bidder must include firm rates/prices for the Work; the rates/prices will also be used for the evaluation of the proposals.
- 3.3.7. The estimated hours provided in the Pricing Schedule are not a guarantee under the contract.

#### **3.4. CERTIFICATION PROPOSAL INSTRUCTIONS**

##### **3.4.1. Section III: to be labeled “Certifications”**

Bidders should sign and submit the certifications and additional information listed in Annex “C” Certifications with the bid but they may be submitted afterwards if requested by the Contracting Authority. Bidders must sign Annex “C” Certifications to be awarded a contract.





## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1. EVALUATION AND SELECTION

4.1.1. Bids will be assessed in accordance with the technical and financial evaluation criteria.

4.1.2. If the Bid is deemed to be non-responsive / non-compliant at any time during the evaluation, the bid will be set aside and given no further consideration.

### 4.2. BASIS OF SELECTION – Highest Combined Rating Technical Merit (40%) and Price (60%)

4.2.1. To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required minimum of 140 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 200 points.

4.2.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive / non-compliant. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.

4.2.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40% for the technical merit and 60% for the price.

4.2.4. The overall technical score for each responsive bid will be determined as follows: Total number of technical points obtained using the point-rated technical criteria. The technical score will be determined as follows: Overall technical score / 200 points multiplied by the ratio of 40%.

4.2.5. The bid evaluated price for each responsive bid will be determined by adding the prices submitted in the bidder's pricing schedule as follows: Year 1 Price + Year 2 Price.

4.2.6. The pricing score for each responsive bid will be determined as follows: Lowest bid evaluated price / bid evaluated price multiplied by the ratio of 60%.

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

4.2.7. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

4.2.8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 40/60 ratio of technical merit and price, respectively. The total available point's equal 200 and the lowest evaluated price is \$100,000 (45).

**THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY**

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		190/200	175/200	150/200
Bid Evaluated Price		\$110,000	\$120,000	\$100,000
Calculations	Technical Score	$190/200 \times 40 = 38.00$	$175/200 \times 40 = 35$	$150/200 \times 40 = 30$
	Pricing Score	$(100/110) \times 60 = 54.55$	$(100/120) \times 60 = 50$	$(100/100) \times 60 = 60$
Combined Rating		92.55	85.00	90.00
Overall Rating		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

**\*In the above scenario, Bidder 1 would be declared the successful bidder.**



### 4.3. TECHNICAL EVALUATION

The mandatory and point-rated technical evaluation criteria are included below.

#### 4.3.1 Mandatory Technical Criteria

4.3.1.1 The Bid must meet the mandatory technical criteria specified below.

4.3.1.2 The Bidder must provide necessary documentation to support compliance with this requirement at bid closing.

4.3.1.3 Bids which fail to meet the mandatory technical criteria will be declared 'non-responsive'.

4.3.1.4 Each mandatory technical criterion should be addressed separately.

### M1 Recent Corporate Experience

The Bidder must demonstrate at least 24 months of recent\* experience in delivering tactical investment lead generation in the United States of America.

\* Recent experience is defined as experience obtained within 5 years of the closing date.

The response to be provided should include the following information to facilitate the evaluation, information on past projects should include:

- a. Title of project(s)
- b. Description of the project(s)
- c. Location of the work (city & country)
- d. Name of client organization
- e. Start and end dates of the project(s)

The response has not demonstrated that the Bidder has 24 months of recent* experience in delivering tactical investment lead generation in the United States of America.	DID NOT MEET
The response has demonstrated that the Bidder has 24 months of recent* experience in delivering tactical investment lead generation in the United States of America.	MET

### M2 Recent Experience of Senior Resource

Bidders must provide the resume of the senior resource that they propose assigning to the project. The resume must demonstrate \*recent experience of at least 24 months in delivering tactical investment lead generation.

\* Recent experience is defined as experience obtained within 5 years of the closing date.

To facilitate the evaluation the resume should include the following information on projects completed:

- a. Title of project(s)
- b. Description of the project(s)
- c. Location of the work (city & country)
- d. Name of client organization
- e. Start and end dates of the project(s)

**Note:** Once the contract has been awarded, Bidders may propose substitute resources with equal or higher qualifications and experience. Bidders can find additional details in clause **C2.2 Status and Availability of Resources located in Annex C: Certifications**.

The response has not demonstrated that the proposed senior resource has 24 months of recent* experience in delivering tactical investment lead generation.	DID NOT MEET
The response has demonstrated that the proposed senior resource has 24 months of recent* experience in delivering tactical investment lead generation.	MET



### 4.3.2 Point-Rated Technical Criteria

Each point rated technical criterion should be addressed separately.

4.3.2.1. Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below. Bidders must receive a minimum overall technical score of 70% (140 points) in order to be further evaluated on the basis of their financial proposal. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.

4.3.2.2. The maximum points to be awarded are summarized as follows:

<u>Rated Criterion Number</u>	<u>Title</u>	<u>Maximum Points</u>	<u>%</u>
<b>PR 1 Corporate Experience</b>	PR 1.1 Project Experience	50	25%
<b>PR 2 Project Team Experience</b>	PR 2.1 Junior Project Resource	10	5%
	PR 2.2 Intermediate Project Resource	10	5%
	PR 2.3 Senior Project Resource	20	10%
<b>PR 3 Project Plan</b>	PR 3.1 Approach, Methodology and Timeline	70	35%
	PR 3.2 Risk Mitigation	40	20%
<b>TOTAL</b>		<b>200</b>	<b>100%</b>
<b>MINIMUM POINTS REQUIRED</b>		<b>140</b>	<b>70%</b>



## PR1 Corporate Experience (Maximum 50 points)

### PR1.1 Project Experience (Maximum 50 points)

The Bidder should demonstrate experience in delivering tactical investment lead generation in the United States of America.

The response to be provided should include the following information to facilitate the evaluation, information on past projects should include:

- c. Title of project(s)
- d. Description of the project(s)
- c. Location of the work (city & country)
- d. Name of client organization
- e. Start and end dates of the project(s)

The response demonstrates 25 months to 48 months of recent* experience in delivering tactical investment lead generation in the United States of America.	20 points
The response demonstrates 49 months to 72 months of recent* experience in delivering tactical investment lead generation in the United States of America.	35 points
The response demonstrates 73 months to 92 months of recent* experience in delivering tactical investment lead generation in the United States of America.	50 points

## PR2 Project Team Experience (Maximum 40 points)

The Bidder should provide the resumes of three resources that they propose assigning to the project. The resumes should demonstrate experience in delivering tactical investment lead generation. The resumes will be used to complete the evaluation of PR 2.

To facilitate the evaluation each resume should include the following information on projects completed:

- a. Title of project(s)
- b. Description of the project(s)
- c. Location of the work (city & country)
- d. Name of client organization
- e. Start and end dates of the project(s)

**Note:** Once the contract has been awarded, Bidders may propose substitute resources with equal or higher qualifications and experience. Bidders can find additional details in clause **C2.2 Status and Availability of Resources located in Annex C: Certifications.**

### PR2.1 Junior Project Resource (Maximum 10 points)

The response demonstrated that the junior resource has 12 months to 24 months of experience in delivering tactical investment lead generation.	4 points
The response demonstrated that the junior resource has 25 months to 36 months of experience in delivering tactical investment lead generation.	7 points
The response demonstrated that the junior resource has 37 months to 48 months of experience in delivering tactical investment lead generation.	10 points



**PR2.2 Intermediate Project Resource (Maximum 10 points)**

The response demonstrated that the intermediate resource has 12 months to 30 months of experience in delivering tactical investment lead generation.	4 points
The response demonstrated that the intermediate resource has 31 months to 48 months of experience in delivering tactical investment lead generation.	7 points
The response demonstrated that the intermediate resource has 49 months to 66 months of experience in delivering tactical investment lead generation.	10 points

**PR2.3 Senior Project Resource (Maximum 20 points)**

The response demonstrated that the senior resource has 25 months to 48 months of experience in delivering tactical investment lead generation.	8 points
The response demonstrated that the senior resource has 49 months to 72 months of experience in delivering tactical investment lead generation.	14 points
The response demonstrated that the senior resource has 73 months to 96 months of experience in delivering tactical investment lead generation.	20 points

**PR3 Project Plan (Maximum 110 points)**

**PR 3.1 Approach, Methodology and Timeline (Maximum 70 points)**

The Bidder should clearly explain the proposed approach and methodology for this project as well as provide a timeline. The Bidder should demonstrate an understanding of the requirements while providing sufficient detail to show a complete comprehension of how the Firm will deliver with respect to the requirements of the Statement of Work.

The Bidder should:

- a) Include a detailed description of the approach demonstrating an understanding of the objectives and deliverables outlined in the Statement of Work
- b) Include a detailed description of the methodology demonstrating how the Bidder will identify, generate and recruit qualified leads, and successfully coordinate meetings with strong opportunities
- c) Provide a proposed timeline for the project that includes deliverables

The response includes very limited information and/or insufficient detail.	0 points
The response is limited; the response is missing a substantial amount of information and/or detail.	28 points
The response is satisfactory; the response demonstrates how the Bidder will meet the requirement and contains no significant weaknesses.	49 points
The response is excellent; the response demonstrates how the Bidder will meet the requirement, contains no significant weakness and contains value added elements.	70 points

**PR 3.2 Risk Mitigation (Maximum 40 points)**

The Bidder should clearly explain the proposed risk mitigation strategy for this project and what steps will be taken to meet the number of target companies in challenging markets. The Bidder should demonstrate an understanding of the requirements while providing sufficient detail to show a complete comprehension of how the Firm will deliver with respect to the requirements of the Statement of Work.

The Bidder should:

- a) Identify anticipated challenges
- b) Propose risk mitigation strategies

The response includes very limited information and/or insufficient detail.	0 points
The response is limited; the response is missing a substantial amount of information and/or detail.	12 points
The response is satisfactory; the response demonstrates how the Bidder will meet the requirement and contains no significant weaknesses.	28 points
The response is excellent; the response demonstrates how the Bidder will meet the requirement, contains no significant weakness and contains value added elements.	40 points



## Part 5 - DRAFT CONTRACT / ARTICLES OF AGREEMENT

### 1. DEFINITIONS

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### 2. PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

1. Articles of Agreement;
2. 2035 (2018-06-21) General Conditions;
3. Statement of Work (Annex "A");
4. Basis of Payment (Annex "B");
5. Certifications (Annex "C");
6. Security Requirements Check List (Annex "D"); and
7. the Contractor's Bid dated **TO BE INSERTED UPON CONTRACT AWARD**

In the event of discrepancies, inconsistencies, or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.



### 3. STANDARD CLAUSES AND CONDITIONS

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

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

### 4. PERIOD OF THE CONTRACT

4.1. The period of the Contract is from **TO BE INSERTED UPON CONTRACT AWARD** inclusive.

### 5. LIMITATION OF EXPENDITURE

5.1. Canada's total liability to the Contractor under the Contract must not exceed **TO BE INSERTED UPON CONTRACT AWARD**. Customs duties are subject to exemption and Applicable Taxes are extra.

5.2. No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6. AUTHORITIES

#### 6.1. Contracting Authority

Canada's Representative for this Contract is:

Name: Daniel Kingsbury  
Title: Procurement Specialist  
Department of Foreign Affairs, Trade and Development  
Directorate: AAO  
Address: 125 Sussex Drive, Ottawa, Ontario Canada  
Email: [daniel.kingsbury@international.gc.ca](mailto:daniel.kingsbury@international.gc.ca)

Subject to the other provisions of this Article, the Contracting Authority is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal, or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by the Contracting Authority. Likewise, no notice, instruction, authorization, refusal, or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract without written instructions from anyone other than the Contracting Authority.

#### 6.2. Project Authority

The Project Authority for this Contract is:

**TO BE INSERTED UPON CONTRACT AWARD**

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

#### 6.3. Contractor's Representative

The Contractor's Representative is:

**TO BE INSERTED UPON CONTRACT AWARD**

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to the Contracting Authority to that effect.





## **7. PERFORMANCE OF THE WORK**

The Contractor must perform the Work described in the Statement of Work at Annex "A" in accordance with the Contract.

## **8. RESOURCES**

- 8.1.** Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.
- 8.2.** Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the Contractor must ensure that personnel are removed from property and replaced with personnel suitable to Canada.

## **9. APPLICABLE LAWS**

Any resulting contract will be deemed to have been made in the province of Ontario, Canada and for all purposes will be interpreted and governed, and the relations between the parties determined, by and enforced in accordance with the laws of the province of Ontario, Canada.

## **10. COMPLIANCE WITH LOCAL LAW**

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in the United States of America.

## **11. GREEN PROCUREMENT**

- 11.1.** The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.
- 11.2.** The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

## **12. CERTIFICATIONS**

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

## **13. PAYMENT TERMS**

### **13.1. Basis of Payment.**

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex "B". Payment under this Contract will be conditional on the performance, completion, and delivery of the Work, or any part of the Work to the satisfaction of Canada.

### **13.2. Method of Payment – Milestone Payments.**





Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instruction provided in the contract;
- b. All such documents have been verified by Canada;
- c. The Work delivered has been accepted by Canada.

#### **14. INSURANCE AT DISCRETION OF CONTRACTOR**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### **15. SANCTIONS**

The Contractor understands that any funds supporting a Contract will respect United Nations Security Council resolutions and applicable law imposing sanctions. The Consolidated United Nations Security Council Sanctions List is available at: <https://scsanctions.un.org/search/>. The Consolidated Canadian Autonomous Sanctions List is available at: [https://www.international.gc.ca/world-monde/international\\_relations-relations\\_internationales/sanctions/consolidated-consolide.aspx?lang=eng](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/consolidated-consolide.aspx?lang=eng).

#### **16. ANTI-TERRORISM**

- 16.1.** Consistent with numerous United Nations Security Council resolutions, including, but not limited to S/RES/1267 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), , both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism.
- 16.2.** The Contractor acknowledges that neither it, nor any of its employees, directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at: <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee.
- 16.3.** Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities. The Canadian government list of terrorist entities can be found at the following web address: <https://www.publicsafety.gc.ca/cnt/ntnl-scr/cntr-trrrsm/lstd-ntts/index-en.aspx>.

#### **17. DISPUTE RESOLUTION**

##### **17.1. Discussion And Negotiation**

If a dispute arises out of, or in connection with this Contract, the parties must meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

##### **17.2. Procurement Ombudsman**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act, S.C. 1996, c. 16 (as amended), will, on request and consent of the parties to bear the cost of such process, 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. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## ANNEX “A”- STATEMENT OF WORK (SOW)

### 1. Background

Global Affairs Canada in collaboration with its trade offices, Consulate Generals of Canada, and Embassy of Canada in the United States of America (referred to as “Mission(s)” hereafter) is seeking to increase its meeting capacity with local companies in the United States that are considering a greenfield or a Canadian expansion project.

To that end, Global Affairs Canada is seeking the services of a local lead generator with in-market expertise in the United States to help recruit targeted foreign companies to participate in meetings with the intention of investing in Canada.

### 2. Objective

The objective of the project is to maximize investment opportunities into Canada by generating a list of 50 prospects and arranging a minimum of 10 meetings with senior-level executives/decision-makers from companies with a qualified investment opportunity for each of the 14 missions.

To achieve this, the project will be conducted in the 4 main phases detailed below.

### 3. Phase One: Initial conference call or meeting

Contractor will organize an initial conference call with Global Affairs Canada to confirm the following:

- Discuss project goals, common definition of project “success”, and alignment of key performance indicators (KPIs).
- Agree on next steps, project schedule, and communication plan.
- Assign key contact with whom Mission(s) will work and communicate.

### 4. Phase Two: Develop Target Company Prospect List for each mission

- 4.1. The contractor will develop a Target Company Prospect List (TCPL) of 50 target companies per mission based in the respective market in the United States of America and/or with North American Headquarters.

Companies identified as targets or potential investors must be from key sectors. Participants shall include decision makers and senior-level executives within local companies that have a desire and potential to invest. The TCPL should include companies such as Fortune 500, Fortune 1000 North America companies, other multinational enterprises (MNEs), and small and medium-sized enterprises (SMEs).

The TCPL will focus in the following key sectors per market:

Missions – 14 in total (including territories of responsibilities)	Sectors
Atlanta (including states of Georgia, North Carolina, South Carolina, Tennessee, Alabama, and Mississippi)	<ul style="list-style-type: none"> <li>• ICT (focus on Fintech, Cyber, A.I., &amp; mobility as a service, IOT, and datacentres)</li> <li>• Automotive</li> <li>• Aerospace</li> <li>• Agri-food</li> <li>• Life Sciences</li> </ul>



<p><b>Boston</b> (including Massachusetts, New Hampshire, Maine, Vermont and Rhode Island)</p>	<ul style="list-style-type: none"> <li>• Life Sciences</li> <li>• ICT (AI, Big Data, IoT)</li> <li>• Robotics/Cybersecurity</li> <li>• Oceantech</li> </ul>
<p><b>Chicago</b> (including surrounding suburbs and NW Indiana, Wisconsin, Missouri, and Kansas City, KS (first congressional district of KS))</p>	<ul style="list-style-type: none"> <li>• Advanced Manufacturing</li> <li>• Agriculture and Agri-food</li> <li>• Financial Services</li> <li>• Life Sciences</li> <li>• Technology (ICT)</li> </ul>
<p><b>Dallas</b> (including Texas, New Mexico, Arkansas, Louisiana and Oklahoma)</p>	<ul style="list-style-type: none"> <li>• Data and Communications</li> <li>• Oil and Gas (Digital oilfield, Petrochemical, Equipment / Services)</li> <li>• Aerospace</li> <li>• Life Sciences</li> <li>• Cleantech / Agritech</li> </ul>
<p><b>Denver</b> (including Colorado, Kansas, Montana, Utah, Wyoming)</p>	<ul style="list-style-type: none"> <li>• ICT</li> <li>• Agriculture</li> <li>• Oil &amp; Gas</li> <li>• Infrastructure</li> <li>• Aerospace and Defence</li> </ul>
<p><b>Detroit</b> (including Michigan, Ohio, Indiana and Kentucky)</p>	<ul style="list-style-type: none"> <li>• Auto/Mobility (focused on engineering, AI and ICT)</li> <li>• Advanced Manufacturing</li> <li>• ICT</li> <li>• Life Sciences (focused on medical devices)</li> <li>• Agriculture and Agri-food</li> </ul>
<p><b>Los Angeles</b> (including Southern California, Arizona and Nevada)</p>	<ul style="list-style-type: none"> <li>• Technology (ICT)</li> <li>• Transportation</li> <li>• Life Sciences</li> <li>• Creative Industries</li> <li>• Clean Technologies</li> </ul>
<p><b>Miami</b> (including Florida, Puerto Rico &amp; U.S. Virgin Islands)</p>	<ul style="list-style-type: none"> <li>• ICT</li> <li>• Clean Technologies</li> <li>• Life Sciences</li> </ul>
<p><b>Minneapolis</b> (including Minnesota, Nebraska, Iowa, North Dakota and South Dakota)</p>	<ul style="list-style-type: none"> <li>• Data Analytics/AI</li> <li>• Agri-food processing/protein highway</li> <li>• Advanced manufacturing</li> <li>• Medical Devices</li> </ul>
<p><b>New York</b> (including Connecticut, Delaware, New York, New Jersey, Pennsylvania, Bermuda)</p>	<ul style="list-style-type: none"> <li>• Data Analytics/AI</li> <li>• Life Sciences</li> <li>• Information technologies (FinTech)</li> <li>• Agriculture / Agritech</li> <li>• Creative Industries</li> </ul>
<p><b>San Diego</b></p>	<ul style="list-style-type: none"> <li>• Life Sciences</li> <li>• ICT</li> </ul>



<p><b>San Francisco</b> (including Palo Alto, Northern California and Hawaii)</p>	<ul style="list-style-type: none"> <li>• ICT</li> <li>• Life Sciences,</li> <li>• Clean Technologies/Mobility</li> <li>• Financial Services/Venture Capital</li> <li>• AI</li> </ul>
<p><b>Seattle</b> (including Alaska, Idaho, Oregon and Washington States)</p>	<ul style="list-style-type: none"> <li>• Aerospace</li> <li>• Cleantech</li> <li>• ICT</li> <li>• Life Sciences</li> <li>• Ocean Technologies</li> </ul>
<p><b>Washington D.C.</b> (including DC, Maryland, North Carolina, Virginia &amp; West Virginia)</p>	<ul style="list-style-type: none"> <li>• ICT</li> <li>• Life Sciences</li> <li>• Advanced Manufacturing</li> </ul>

- 4.2. Mission(s) can add and take companies off the TCPL.  
Mission(s) to sign-off on TCPL.  
For each mission, final TCPL of 50 companies that contractor will be reaching out to.

Note: If during the scope of the contract, the contractor obtains additional potential target names not on the initial TCPL, the contractor can add them on the list to be contacted (after approval from the Mission(s)).

**5. Phase Three: Obtain company intelligence and arrange meetings**

- 5.1. Contractor will organize a minimum of 10 pre-qualified meetings for each of the 14 Missions with companies identified in their TPCL that are considering a greenfield or a Canadian expansion project (that will result in full-time new jobs in a new or expanded location) in North America in the next 24 months. Priority will be given to greenfield or expansion projects with a minimum of 5 full time jobs with preference for projects with higher job numbers and investment dollars.
- 5.2. The coordination of these 10 meetings for each of the 14 Missions will be accomplished by the contractor finding an agreed upon time and location by the company and the Mission and preparing briefing material on the companies for the use of the Mission. The contractor will not be required to attend the meeting nor to develop a follow-up report on the meeting itself.
- 5.3. Contractor will follow the instructions below in organizing the meetings:
- Contractor will engage in a multi-touch outreach campaign (phone, email, etc.) to the entire TCPL to determine if company is considering a greenfield or a Canadian expansion project (that will result in full-time new jobs) in North America in the next 24 months.
  - During the outreach, the contractor will gather intelligence to determine if the company is a potential prospect.
  - Before setting up a meeting between the prospect and the Mission(s), the contractor will provide intelligence on the company and their potential investment project.
  - If the Mission(s) agrees to a meeting, then the contractor will work with the Mission(s) and the company to find a mutually agreeable time to meet. Contractor must communicate with Mission(s) before booking a meeting. Mission(s) will give contractor a list of dates and times available for a meeting.
  - The contractor will provide a briefing note on the company at least three days in advance of the meeting. The company briefing note must include the following:
    - Company name
    - Contact information and title of individual in the company
    - Meeting details and logistics



- Company summary that includes the company address, company phone number, website, year established, number of employees, revenue, industry, product, as well as detailed company description
- Whether or not the company has had a track record of international expansion
- Rate of recent growth in revenue
- Investment opportunity
- Any additional intelligence on investment project including
  - Type of project – R&D, manufacturing, etc.
  - Investment timeframe
  - Regions the company is considering
  - At least three of the most relevant factors in company investment decision (i.e. incentives, labour, research collaborations, training programs etc.)
  - Company's perception of Canada as an investment destination
  - Potential number of jobs project will create
  - Potential total value of the investment

## **6. Phase Four: Final reporting**

Contractor will conclude the project by delivering the following items:

- Organize a final conference call or meeting with Global Affairs Canada to discuss the lead generation project.
- Provide a database to Global Affairs Canada of completed TCPL with 50 or more companies per mission. The database must include company name, company website, company contact, title of company contact and details (address, phone number, and email), and contractors notes/intelligence gleaned from communications with company contact.
- Provide a final project report to Global Affairs Canada, including a description of the methodology adhered to, a comprehensive investment attraction analysis, an account of lessons learned, a list of suggested follow-ups and suggestions for future iterations.



## ANNEX “B” - BASIS OF PAYMENT

**B1.** The Contractor will be paid Milestone payments in accordance with the Schedule of Milestones detailed below. The same table is in the Excel document, *20-170581 – BIP – Pricing Schedule*. All rates must be quoted in Canadian dollars and include all costs necessary to perform the work. Taxes are not included. Canada will be invoiced according to these rates. The rates will be enforced throughout the entire Contract, and will not be subject to future negotiation. Rates will not be changed if the statement of work is misinterpreted.

**Schedule of Milestones:**

Milestone	Work Description	Milestone Price
1	Phase One: Initial conference call or meeting	CAD 0.00
	Phase Two: TCPL for each mission that are in the sectors listed below	
2	Phase Three: Obtain company intelligence and arrange meeting	CAD 0.00
	Phase Four: Final reporting	
<b>Total Price:</b>		<b>CAD 0.00</b>

Full milestone details and work descriptions are in Annex “A” – Statement of Work.

The Contractor will receive payment for Milestone 1 once Phase One and Phase Two are complete.  
The Contractor will receive payment for Milestone 2 once Phase Three and Phase Four are complete.

**B2.** Travel and living expenses will **NOT** be paid for any part of the Contract, including transportation costs to and from the place of duty, or any relocation necessary to satisfy the conditions of the Contract.

**B4. Milestone 1 Price:**

**TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE**

**B5. Milestone 2 Price:**

**TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE**



## **ANNEX “C” – CERTIFICATIONS**

### **CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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.

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

#### **C1. CERTIFICATIONS REQUIRED WITH THE BID**

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

##### **C1.1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **C2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION**

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

##### **C2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

##### **C2.2 STATUS AND AVAILABILITY OF RESOURCES**

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 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 equal or higher qualifications and experience. The Bidder must advise Canada's Representative 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, maternity and parental leave, 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. The Bidder must, upon request from Canada's Representative, 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.

##### **C2.3 EDUCATION AND EXPERIENCE**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.





## C2.4 FORMER PUBLIC SERVANT

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 awarded to FPSs, 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.

### DEFINITIONS

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

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

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

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

### 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 FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## C2.5. 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:

- 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;
- g. 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.

**C2.6. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to Canada’s Representative, 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.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. 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.

B. 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 Canada’s Representative with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**CERTIFICATION STATEMENT**

By completing, signing and submitting this annex, the Bidder certifies that the information submitted by the Bidder in response to Annex C: Certifications is accurate and complete.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



# ANNEX "D" – SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

<b>PART A (continued) / PARTIE A (suite)</b>	
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 :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ  <input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT  <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL  <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL  <input type="checkbox"/> SECRET SECRET  <input type="checkbox"/> NATO SECRET NATO SECRET  <input type="checkbox"/> TOP SECRET TRÈS SECRET  <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PRODUCTION</b>	
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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

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Security Classification / Classification de sécurité





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

**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		2. Branch or Directorate / Direction générale ou Direction BIP	
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 Global Affairs Canada is seeking the services of a local lead generator with in-market expertise to help recruit targeted local companies to participate in meetings with the intention of investing in North America.			
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 checked="" type="checkbox"/> No Non	<input 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 type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input checked="" type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <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 :	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 A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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Security Classification / Classification de sécurité

Canada





Government of Canada  
Gouvernement du Canada

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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 CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI IT Link / 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



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	
Saliou Babou	Deputy Director		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
343-203-4102		saliou.babou@international.gc.ca	2020/01/28
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Hussen Mussa	A/Security in Contracting		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
343-203-3080		hussen.mussa@international.gc.ca	2020-04-08
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 type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Dan Kingsbury	Procurement Specialist		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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