



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Transport Canada / Transports Canada
Attention : Barbara Gorman
Email/Courriel : Barbara.gorman@tc.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments – Commentaires

Proposal To: Transport Canada

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

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.

Proposition à : Transports Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet		
Senior ATIP Resources for Transport Canada		
Solicitation No. – N° de l'invitation		Date
T8080-200037		July 22, 2020
Client Reference No. – N° référence du client		
GETS Reference No. – N° de référence de SEAG		
Solicitation Closes		Time Zone
L'invitation prend fin		Fuseau horaire
at – à	02 :00 PM – 14h00	Eastern Daylight Time (EDT) Heure Avancé de l'Est (HAE)
on – le	August 20, 2020	
F.O.B. - F.A.B.		
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address inquiries to – Adresser toute demande de renseignements à :		
email/Courriel : Barbara.gorman@tc.gc.ca		
Area code and Telephone No.		Facsimile No. / e-mail
Code régional et N° de téléphone		N° de télécopieur / courriel
343-550-2175		XXXXXXXXXXXXXXXXXXXX
Destination – of Goods, Services, and Construction:		
Destination – des biens, services et construction		
National Capital Region		
Instructions: See Herein		
Instructions : Voir aux présentes		
Delivery required -Livraison exigée		Delivery offered -Livraison proposée
See Herein – Voir aux présentes		
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)		
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)		
Vendor/firm Name and Address		
Raison sociale et l'adresse du fournisseur/de l'entrepreneur		
Telephone No. - N° de téléphone		
e-mail - courriel		
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)		
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature		Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments 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;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work), the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity – Certification.

1.2 Summary

- 1.2.1 Transport Canada's (TC) Access to Information and Privacy (ATIP) office has a requirement for as many as four (4) access to information consultants (herein referred to as "Resources") capable of providing their expertise in the processing of complex and sensitive access to information requests and complaints. The Resources will provide much needed assistance to the TC's ATIP office, by providing a source of additional capacity to address resource constraints and unforeseen surges in workload.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website".
- 1.2.3 "The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.



1.4 Number of Contracts to be awarded

- 1.4.1 TC aims to initially secure the services of three (3) Resources by awarding a contract to the required number of top ranked Bidders (who comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria). The specific number of contracts to be awarded will be determined based on the results the solicitation process.
- 1.4.2 The work under the resulting contracts will be allocated between the Contractors as set out in the Resulting Contract clauses.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions

- 2.1.1 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).
- 2.1.2 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.
- 2.1.3 The 2003 (2020-05-28) 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.

a) **Subsection 5.2 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are contained within the electronic proposal;

b) **Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

Delete: 60 days
Insert: 120 days

c) **Subsection 5.6 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety and replaced with the following:**

Transport Canada will delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in Section 07.

Furthermore, bids not qualified as delayed bids that were submitted after the stipulated solicitation closing date will be deleted. Records will be kept documenting the transaction history of all late bids submitted.

d) **Subsection 5.7 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is deleted in its entirety and replaced with the following:**

- 1. A bid delivered to the Contracting Authority's email after the solicitation closing date and time but before the contract award date may be considered, provided the Bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Transport Canada email network.
 - a. The only pieces of evidence relating to a delay or failure of the Transport Canada system email system that are acceptable are:
 - i. the Transport Canada generated email stating that the email was not accepted; and



- ii. the Bidder's email system generated email stating that there was a failure in attempting to send the solicitation to the designated Transport Canada Contracting Authority's email address;

that clearly indicates that the bid was sent and was not delivered and/or rejected before the solicitation closing date and time.

- 2. Misrouting, network traffic volume, failure to adhere to file size limitations or acceptable file formats as described in the RFP, or any other causes for the late delivery of bids not explicitly related to the Transport Canada email network, are not acceptable reasons for the bid to be accepted by Transport Canada.

Furthermore, for bids transmitted electronically via email, Canada will not be responsible for any failure attributable to the transmission or receipt of the email including, but not limited to, the following:

- i. receipt of garbled, corrupted or incomplete bid;
- ii. incompatibility between the sending and receiving email servers/systems;
- iii. non-Transport Canada generated delay in the sending or receipt of the bid;
- iv. failure of the Bidder to properly identify the bid;
- v. security or encryption of bid data.

- e) **Subsection 5.8 of 2003, Standard Instructions – Goods or Services – Competitive Requirements is deleted in its entirety.**

2.2 Submission of Bids

- 2.2.1 Bids must be submitted to Transport Canada **BY EMAIL ONLY** to the Contracting Authority at Barbara.gorman@tc.gc.ca by the date, time, and place indicated on page 1 of the bid solicitation.
- 2.2.2 Bidders must submit page 1 of this request for proposal, duly completed, signed and dated, by a person authorized to sign on behalf of the Bidder (Vendor/Firm). As long as the individual signing is authorized, this signature and any other signatures required for this solicitation can be digitally or otherwise signed.
- 2.2.3 The Contracting Authority will only notify the Bidder that the bid and any attachments has been received, but will not comment on nor assess the validity of the total email content.
- 2.2.4 Epost Connect service and facsimile are not accepted by Transport Canada.

2.3 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.

2.3.1 Definitions

For the purposes of this clause,



- a) "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:
 - i. an individual;
 - ii. an individual who has incorporated;
 - iii. a partnership made of former public servants; or
 - iv. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- b) "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.
- c) "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.

2.3.2 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](#).

2.3.3 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than twenty (20) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered 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 Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Volumetric Data

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

Senior ATIP Analyst resource	Estimated Level of Effort Required during Contract Period (working days)				
	Initial Contract Period	Optional Period 1	Optional Period 2	Optional Period 3	Optional Period 4
Resource # A	130	260	260	260	260
Resource # B	130	260	260	260	260
Resource # C	130	224	224	224	224



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Electronic Submission of Bids

3.1.1 Email Submission of Response

Bidders must submit their responses by email in accordance with this Section by the date and time of closing to the email address identified on page 1 of this document as the “Email Address for Bid Submission”.

3.1.2 Format of Email Attachments

The approved formats for email attachments are any combination of:

- PDF attachments; and
- Documents that can be opened with either Microsoft Word or Microsoft Excel.

Bidders that submit attachments in other formats do so at their own risk.

3.1.3 Email Size

Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 10 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by the closing date and time will be considered part of the bid.

3.1.4 Email Title

Bidders are requested to include the Solicitation No. identified on page 1 of this document in the “subject” line of each email forming part of the bid.

3.1.5 Time of Receipt

All emails received at the Email Address for Bid Submission showing a “received” time before the bid closing date and time will be considered timely. In the case of a dispute regarding the time at which an email arrived at TC, the time at which the bid is received by TC will be determined:

- i) by the delivery time stamp received by the Bidder if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or

in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Bidder has not turned on Delivery Status Notification for the sent email.

3.1.6 Availability of Contracting Authority

During the two hours leading up to the closing date and time, an TC representative will monitor the Email Address for Bid Submission and will be available by telephone at the Contracting Authority’s telephone number shown on the page 1 of this document (although the TC representative may not be the Contracting Authority). If the Bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the Bidder should contact TC immediately at the Contracting Authority’s coordinates provided on the page 1 of this document.



3.1.7 Email Acknowledgement of Receipt by TC

On the closing date, an TC representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by the closing date and time at TC's Email Address for Bid Submission.

3.1.8 Delayed Email Bids

TC will accept an email bid received in the first 24 hours after the closing date and time only if the Bidder can demonstrate that any delay in delivering the email to the TC Email Address for Bid Submission is due to Canada's systems. Bids received by email more than 24 hours after the closing date and time will not be accepted under any circumstances. As a result, Bidders who have tried to submit a bid, but have not received an email acknowledging receipt from TC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the bid arrived at the TC Email Address for Bid Submission on time.

3.1.9 Responsibility for Technical Problems

Canada will not be responsible for:

- i) any technical problems experienced by the Bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 10 MB or that are rejected or quarantined because they contain malware or other code that is screened out by TC's security services; or

any technical problems that prevent TC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

3.1.10 Copies of Bid

Canada requests that Bidders provide their bid in two separate electronic documents contained in a single email as follows:

- (a) Electronic Document 1 - "Section I: Technical Proposal" (1 soft copy)
- (b) Electronic Document 2 - "Section II: Financial Proposal" (1 soft copy)
- (c) Electronic Document 3 - "Section III: Certifications" (1 Soft copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.1.11 Format for Bid

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use a numbering system that corresponds to the bid solicitation;
- (b) 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
- (c) Include a table of contents;
- (d) Soft copies will be accepted in any of the following electronic formats:
 - (i) Portable Document Format (.pdf)



- (ii) Microsoft Word 97/2000 (.doc)
- (iii) Microsoft Excel 97/2000 (.xls)

3.2 Submission of Only One Bid per Proposed Resource

- 3.2.1 Bidders are permitted to propose multiple Resources, but must submit a separate bid for each proposed Resource. A bid submission containing more than one proposed Resource is not permitted.
- 3.2.2 If a Bidder does submit more than one Resource in bid, Canada will ask that Bidder to withdraw all but one of its proposed Resources listed in the bid submission. If the Bidder does not do so, Canada may choose at its discretion which proposed Resource in the bid submission to evaluate.

3.3 Section I: Technical Bid

The Bidder must submit the Technical Bid with the following:

- 3.3.1 **Responses to the Mandatory Requirements detailed in Attachment 4.1: (Mandatory at Solicitation Closing):** In their technical bid, Bidders must demonstrate their understanding of the requirements contained in Annex A of the bid solicitation and explain how they will meet these requirements outlined in Attachment 4.1. The responses to the Mandatory Evaluation Requirements should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated.
- 3.3.2 **Responses to the Point Rated Technical Evaluation Requirements detailed in Attachment 4.1: (Mandatory at Solicitation Closing):** Bidders must provide responses to each point rated technical evaluation criteria outlined in Attachment 4.1. The responses to the Point Rated Technical Evaluation Requirements should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated.
- 3.3.3 **Responses to the Customer References Check requirements detailed in Attachment 4.1 (Mandatory at Solicitation Closing):** The Bidder is requested to provide two (2) customer references using Attachment 3.1 – Customer Reference Form.

3.4 Section II: Financial Bid

The Bidder must submit the Financial Bid with the following:

3.4.1 Firm-Fixed Per Diem Pricing

Bidders must submit their financial bid in accordance with Attachment 4.1. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem price quoted in Canadian dollars in each cell requiring an entry in the pricing tables

3.4.2 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 years.

3.4.3 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.



3.4.4 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 3.2 – Electronic Payment Instruments, to identify which ones are accepted. If Attachment is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4.5 Exchange Rate Fluctuation

SACC C3011T (2013-11-06) – The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.5 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 General evaluation procedures that apply to this solicitation are described Standard Instructions - Goods or Services - Competitive Requirements (2020-05-28) 2003 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>)
- 4.1.2 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the 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.
- 4.1.3 An evaluation team composed of representatives of Canada will evaluate the bids. 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.
- 4.1.4 The scoring of each criterion will be assessed as a consensus score by the entire evaluation team. That is, each evaluator will assess each criterion independently followed by a consensus meeting with all evaluators where a single score will be given to each criterion.
- 4.1.5 In addition to any other time periods established in the bid solicitation:
- (a) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (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.
 - (b) **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:
 - (i) verify any or all information provided by the Bidder in its bid; OR
 - (ii) 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 two (2) working days of a request by the Contracting Authority or within the time period set by the Contracting Authority.
 - (c) **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

Canada will assess the specific responses to the technical evaluation requirements submitted by Bidders. All Bidder proposals that do not meet either all the mandatory requirements or the minimum pass score for the overall rated evaluation criteria, as outlined by Attachment 4.1 – Evaluation framework and Process, will be found non-compliant, and will be given no further consideration.



4.3 Financial Evaluation

- 4.3.1 The financial evaluation will be conducted by calculating the Total Bid Price using the completed Pricing Tables in Annex B completed and submitted by the Bidders. The financial evaluation process is described in Attachment 4.1 – Evaluation framework and Process.
- 4.3.2 All Bidder proposals that do not meet either all the mandatory requirements for the financial evaluation, will be found non-compliant, and will be given no further consideration.

4.4 Ranking of Bidders

- 4.4.1 The top-ranked responsive proposal will be determined based on the proposal which has met all mandatory criteria, has met or exceeded all the required minimum pass marks of the rated requirements and offers the highest responsive combined rating of Technical Merit and Price calculated as follows:
 - a) Seventy percent (70%) of the points will be available for the technical proposal; and
 - b) Thirty percent (30%) of the points will be available for the financial evaluation.
- 4.4.2 The process to complete this calculation is described in Attachment 4.1 – Evaluation framework and Process.

4.5 Security Requirements

The Bidder will be evaluated with respect to the security requirements and criteria in Section 6.1 of the bid solicitation.

4.6 Basis of Recommendation for Award of Resulting Contract

- 4.6.1 In order to be declared responsive, a bid must comply with the requirements of the bid solicitation and meet the following:
 - (a) comply with all mandatory technical evaluation criteria;
 - (b) obtain the required minimum of **56 points** overall of the points for the technical evaluation criteria which are subject to point rating;
 - (c) successfully complete the requirements of the Client Reference Check as described in Attachment 4.1;
 - (d) successfully complete the requirements of the Interview for Proposed Resource as described in Attachment 4.1;
 - (e) successfully complete the requirements of the Client Reference Check for proposed Resource as described in Attachment 4.1;
 - (f) successfully complete the Certification requirements as described in Part 5; and
 - (g) successfully meet the Security requirements as described in Section 6.1.
- 4.6.2 Bids not meeting (a) or (b) or (c) or (d) or (e) or (f) or (g) will be declared non-responsive and will be given no further consideration by the Crown. The top-ranked responsive Bidder will be recommended for award of a contract.
- 4.6.3 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not



granted, no contract will be awarded.

- 4.6.4 If more than one Bidder is tied in ranking because of identical Overall Proposal Scores, then the order will be ranked as follows:
- (a) the Bidder with the highest score for the Technical Proposal Score (calculated on the maximum available points of 80) as set out in Attachment 4.1; and if still equal
 - (b) the matter will be decided through a coin toss in the virtual presence of both Bidders.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a Contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 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.

5.2 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, the Contracting Authority 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.



Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Attachment 5.1 titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 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 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, 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 the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) – 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.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

6.1.1 At the date of bid closing, the following conditions must be met:

- a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

6.1.2 For additional information on security requirements, Bidders should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

Note to Bidders: These Resulting Contract Clauses are intended to form the basis of any contract resulting from this bid solicitation. Except where specifically set out in these Resulting Contract Clauses, acceptance by Bidders of all the clauses is a mandatory requirement of this bid solicitation.

No modification or other terms and conditions included in the bid will apply to the resulting contract, despite the fact that the bid may become part of the resulting contract.

Any Bidder submitting a bid containing statements implying that the bid is conditional on modification of these Resulting Contract Clauses (including all documents incorporated by reference) or containing terms and conditions that purport to supersede these Resulting Contract Clauses will be considered non-compliant. As a result, Bidders with concerns regarding the provisions of these Resulting Contract Clauses should raise those concerns in accordance with Section 2.4 of the bid solicitation (Enquiries - Bid Solicitation).

If additional legal issues are raised by a bid, Canada reserves the right to address those issues in any contract awarded as a result of this bid solicitation. If the additional provisions are unacceptable to the Bidder, the Bidder may withdraw its bid.

7.1 Statement of Work

7.1.1 _____ (the "Contractor") **(The Contractor's name will be entered at contract award)** agrees to supply Transport Canada (TC) the services described in the resulting contract, including Annex A – Statement of Requirements in accordance with, and at the prices set out in, the contract. This includes:

7.1.1.1 Providing the TC Access to Information and Privacy (ATIP) office the specified Senior ATIP Resource(s) (herein referred to as "Resource"), who are capable of providing services in accordance with Annex A.

7.2 Multiple Contracts Awarded (if applicable)

7.2.1 The Contractor acknowledges that multiple contracts have been awarded, as follows:

- a) Contractor for Resource A: _____ **(Top ranked Bidder be entered at Contract Award)**
- b) Contractor for Resource B: _____ **(2nd ranked Bidder to be entered at Contract Award)**
- c) Contractor for Resource C: _____ **(3rd ranked Bidder to be entered at Contract Award)**

Note to Bidders: *The ranking will be inserted by the Contracting Authority at the time of award, in accordance with the evaluation process described in the bid solicitation. Up to three (3) contracts will be awarded. Only the responsive bids recommended and approved for contract award will be ranked.*

7.2.2 Each contract listed above was awarded based on the results achieved by the respective Contractors, as a result of the evaluation of their bids in response to the bid solicitation.

7.2.3 Additional Resource requirements will be allocated to Contractors listed above as set out Section 7.3.7.

7.3 Professional Services – General



- 7.3.1 The Contractor must provide professional services on request as specified in the Contract. All Resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- 7.3.2 If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten (10) 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.
- 7.3.3 Specific Person
The Contractor must provide the services of the following person to perform the Work as stated in the Contract:
 - 7.3.3.1 Resource (Resource(s) will be specified at contract award)
Name: _____
- 7.3.4 Replacement of Resource(s)
 - 7.3.4.1 If there must be a change in a Resource performing work under the Contract, the Contractor will be provided one sole opportunity to provide a replacement Resource. The replacement Resource must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Specific Individuals".
 - 7.3.4.2 All replacement Resources provided by the Contractor must:
 - a) have qualifications and experience that meet or exceed the evaluation process criteria outlined in Annex D;
 - b) meet the qualifications described in Annex A (including those relating to previous experience, education, and language proficiency); and
 - c) be competent to provide the required services by any delivery dates described in the Contract.
 - 7.3.4.3 The Resource must be approved by Canada prior to the replacement at the work site.
 - 7.3.4.4 If the Contractor fails to provide Canada an approved replacement Resource, the requirement for the specified Resource will be considered an additional Resource requirement by Canada, and the applicable process for additional Resource requirement outlined in Section 7.3.7 will be used to source a replacement Resource. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract
 - 7.3.4.5 Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:



- (a) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under the Section titled "Default of the Contractor", or
 - (b) assess the information provided under subparagraph 7.3.4.4 (a) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original Resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in subparagraph 2.1 above, or require another replacement in accordance with this sub-article.
 - (c) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a Resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a Resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
 - (d) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.
- 7.3.5 The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project and/or Technical Authority on a regular basis (as specified by Canada) to discuss the performance of its Resources and to resolve any issues at hand.
- 7.3.6 If the Contractor fails to meet any of its obligations under this Article, or 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 (10) 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.
- 7.3.7 Additional Resource requirements
- 7.3.7.1 For the purposes of this agreement, Additional Resource requirements are defined as additional Resources required by Canada (in excess of Resources A, B and C);
- 7.3.7.2 All additional Resource requirements will be completed in accordance with Section 7.4.2.
- 7.3.7.3 If there must be a change in a Resource performing work under the Contract, the Contractor will be provided one sole opportunity to provide a replacement Resource. The replacement Resource must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Specific Individuals".
- 7.3.7.4 If the Contractor fails to provide Canada an approved replacement Resource, the applicable process for Replacement Work Requirement outlined in Section 7.4.2 will be used to determine the source a replacement Resource.

7.4 Task Authorization – Replacement and Additional Resources



7.4.1 **As-and-when-requested Task Authorizations:** Work to be performed under the Contract will be on an “as-and-when-requested basis” using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor’s own risk.

7.4.2 Allocation of Task Authorizations and Ranking

7.4.2.1 More than one contract has been awarded for this requirement. As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with the following ranking:

a) Replacement Resource requirements

The rankings are as follows for the replacement of Resource ____ (To be entered at Contract Award):

- (i) Contractor ranked first: _____ Top ranked Bidder
awarded a contract following RFP who is not the Bidder (To be entered at Contract Award)
- (ii) Contractor ranked second: _____ Top ranked Bidder
awarded a contract following RFP who is not the Bidder (To be entered at Contract Award)
- (iii) Contractor ranked third: _____ Bidder awarded a
contract for the identified Resource that requires replacement (To be entered at Contract Award)

Note to Bidders: The ranking will be inserted by the Contracting Authority at the time of award, in accordance with the evaluation process described in the bid solicitation.

For each TA that aims to replace an existing Resource (that could not be fulfilled by the Contractor following the process outlined in Section 7.3.4), the Contractor that obtained the highest Overall Proposal Score under the bid solicitation evaluation process will be ranked first. The next-ranked Contractor is the Contractor with the next-highest Overall Proposal Score under the bid solicitation evaluation, with all Contractors awarded a contract under the bid solicitation ranked consecutively in accordance with their relative Overall Proposal Score under the bid solicitation evaluation

b) Additional Resource Requirements

The rankings are as follows for Additional Resource requirements:

- (i) Contractor ranked first: _____ (Top ranked Bidder
at Contract Award)
- (ii) Contractor ranked second: _____ (2nd ranked Bidder
at Contract Award)
- (iii) Contractor ranked third: _____ (3rd ranked Bidder
at Contract Award)

Note to Bidders: The ranking will be inserted by the Contracting Authority at the time of award, in accordance with the evaluation process described in the bid solicitation.

For each TA that aims to add an additional Resource, Canada will follow the process outlined in Annex D.



7.4.2.2 Canada will send the first draft TA to the first-ranked Contractor, who will have the time set out further below under the subparagraph entitled “Contractor’s Response to Draft Task Authorization” to respond to the Contracting Authority. If the first-ranked Contractor either fails to respond on time or confirms in writing that it refuses or is unable to perform the task, the draft TA will then be forwarded to the next-ranked Contractor.

7.4.2.3 The process of sending out the draft TA to the next-ranked Contractor will continue until Canada either cancels the requirement for the task or the TA has been issued to one of the Contractors. If none of the Contractors can perform the task (in accordance with all the terms and conditions of this series of contracts), Canada may acquire the required Work by other means.

7.4.2.4 Any of the Contractors may advise the Technical Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more TAs issued under this series of contracts, and no draft TA will be sent to that Contractor until that Contractor has given notice in writing to the Technical Authority and the Contracting Authority that it is again available to perform additional tasks.

7.4.3 Assessment of Proposed Resources at TA Stage

7.4.3.1 The process for the assessment of the additional Resources and the approval of TA responses is described in detail in Annex D.

7.4.4 Form and Content of Draft Task Authorization

7.4.4.1 The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex E.

7.4.4.2 The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

7.4.4.3 A draft Task Authorization must also contain the following information, if applicable:

- (i) the task number;
- (ii) the date by which the Contractor’s response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
- (iii) the details of any financial coding to be used;
- (iv) the categories of Resources and the number required;
- (v) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
- (vi) the start and completion dates;
- (vii) milestone dates for deliverables and payments (if applicable);
- (viii) the number of person-days of effort required;
- (ix) whether the work requires on-site activities and the location;
- (x) the language profile of the Resources required;
- (xi) the level of security clearance required of Resources;
- (xii) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the



- amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual Resources to support the charges); and
- (xiii) any other constraints that might affect the completion of the task.

7.4.5 Contractor's Response to Draft Task Authorization

7.4.5.1 The Contractor must provide the Technical Authority, within five (5) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

7.4.6 Task Authorization Limit and Authorities for Validly Issuing Task Authorizations

7.4.6.1 To be validly issued, a TA must include the following signatures:

- a) the Technical Authority; and
- b) the Contracting Authority.

7.4.6.2 Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority.

7.4.7 Periodic Usage Reports

7.4.7.1 The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority.

7.4.7.2 From time to time, the Contracting Authority may also require an interim report during a reporting period.

7.4.7.3 The quarterly periods are defined as follows:

- a) 1st quarter: April 1 to June 30;
- b) 2nd quarter: July 1 to September 30;
- c) 3rd quarter: October 1 to December 31; and
- d) 4th quarter: January 1 to March 31.

7.4.7.4 The data must be submitted to the Contracting Authority no later than fourteen (14) calendar days after the end of the reporting period.

7.4.7.5 Each report must contain the following information for each validly issued TA (as amended):

- a) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- b) a title or a brief description of the task;
- c) the name, Category of Personnel [Note: if you have used a term different from "Category of Personnel", be sure to use consistent terminology here] and level [same comment re "level"] of each Resource involved in performing the TA, as applicable;



- d) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
- e) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- f) the start and completion date for each authorized task; and
- g) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

7.4.7.6 Each report must also contain the following cumulative information for all the validly issued TAs (as amended):

- a) the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
- b) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

7.4.8 **Consolidation of TAs for Administrative Purposes**

The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.5 **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.

7.5.1 **General Conditions**

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

a) Section 08 titled “Replacement of Specific Individuals” is deleted and the following applies instead:

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within five (5) working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b) security information on the proposed replacement as specified by Canada.
2. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



7.5.2 Supplemental General Conditions

The following Supplemental General Conditions:

- a) 4008 (2008-12-12), Personal Information, apply to and form part of the Contract

7.6 **Security Requirements**

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

- 7.6.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of Secret, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC);
- 7.6.2 The Contractor/Offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **Reliability Status, Confidential** or **Secret** as required, granted or approved by CISD/PWGSC;
- 7.6.3 The Contractor/Offeror must not remove any protected/classified information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- 7.6.4 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 7.6.5 The Contractor/Offeror must comply with the provisions of the:
 - i. Security Requirements Check List and security guide, attached at Annex C;
 - ii. Industrial Security Manual (Latest Edition)

7.7 **Period of the Contract**

The period of the Contract is from Contract Award date to March 31, 2021 inclusive.

7.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least sixty (60) calendar days 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 contract amendment.

7.8 **Authorities**

7.8.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Barbara Gorman
Title: Contract Specialist
Directorate: Transport Canada
Address: 275 Spark Street, Ottawa, ON K1A 0N5



Telephone: 343-550-2175
 Email address: Barbara.gorman@tc.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.

7.8.2 Technical Authority

The Technical Authority for the Contract is: **(To be entered at Contract Award)**

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____-____-_____
 E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

7.8.3 Contractor's Representative **(To be entered at Contract Award)**

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____-____-_____
 E-mail address: _____

7.9 Proactive Disclosure of Contracts with 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 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.

7.9.1 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.

7.9.2 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](#).

7.9.3 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.

7.10 **Payment**

7.10.1 Basis of Payment - Professional Services

- 7.10.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B, Basis of Payment.



Customs duties are included and Applicable Taxes are extra.

7.10.1.2 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Estimated Cost: \$ _____ (To be entered at Contract Award)

7.10.2 Basis of Payment - Professional Services provided under a Task Authorization with a Maximum Price

7.10.2.1 For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

7.10.2.2 Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____ (To be entered at Contract Award)

7.10.3 Method of Payment – Monthly Payments

7.10.3.1 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:

- a) 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;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

7.10.4 Method of Payment – Task Authorizations with a Maximum Price:

7.10.4.1 For each Task Authorization validly issued under the Contract that contains a maximum price:

- a) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each Resource showing the days and hours worked to support the charges claimed in the invoice.
- b) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

7.10.5 Limitation of Expenditure

7.10.5.1 Canada's total liability to the Contractor under the Contract for all Work and all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed \$ _____. (To be entered at Contract Award) Customs duties are included and Applicable Taxes are extra.



7.10.5.2 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.

7.10.5.3 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.

7.10.5.4 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) four 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.

7.10.5.5 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.

7.10.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- a) Visa Acquisition Card;
- b) MasterCard Acquisition Card;
- c) Direct Deposit (Domestic and International);
- d) Electronic Data Interchange (EDI);
- e) Wire Transfer (International Only);
- f) Large Value Transfer System (LVTS) (Over \$25M)

7.10.7 Time Verification

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

7.10.8 Professional Services Rates

7.10.8.1 In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more categories of Resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract.

7.10.8.2 If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to



jeopardize the successful completion of other requirements.

7.10.9 Purpose of Estimates

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

7.10.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices

7.10.10.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

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

7.11 Invoicing Instructions

7.11.1 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.

7.11.2 Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;

7.11.3 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Name: _____ (To be entered at Contract Award)
Directorate: Transport Canada
Email address: _____ (To be entered at Contract Award)

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.12.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment



Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

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

7.14 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2020-05-28) General Conditions - Higher Complexity - Services
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex D, Additional and Replacement Resource Process;
- g) the signed Task Authorizations (including all of their annexes, if any); and
- h) the Contractor's bid dated _____, **(To be entered at Contract Award)**

7.15 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

(To be entered at contract award) - One of (a) or (b) will be used, dependent on the nationality of the Contractor

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

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements

OR

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

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.16 Insurance

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.

7.17 Competitive Award

7.17.1 The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.18 Limitation of Liability

7.18.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

7.18.2 First Party Liability

7.18.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

(a) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties"; and

(b) physical injury, including death.

7.18.2.2 The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

7.18.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

7.18.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under the paragraph 7.18.2.1 above.

7.18.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

(a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach



of warranty; and

- (b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 7.18.2.5(b) of the greater of **0.75** times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or **\$1,000,000**.

In any case, the total liability of the Contractor under subparagraph 7.18.2.5 will not exceed the total estimated cost (as defined above) for the Contract or **\$1,000,000**, whichever is more.

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

7.18.3 Third Party Claims

The Parties are only liable to one another for damages to third parties to the extent described here:

- 7.18.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- 7.18.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 7.18.3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- 7.18.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 7.18.3.

7.19 Communications

- 7.19.1 Except for information that the Contractor is required to make available under securities legislation or regulations, the Contractor must obtain the Contracting Authority's approval prior to releasing any public statement or announcement related to the award of the Contract. At the Contracting Authority's request, the Contractor must provide a draft of the announcement for review and approval.



7.20 Representations and Warranties

- 7.20.1 The Contractor made statements regarding both its and the Resource(s) experience and expertise in its bid that resulted in the award of the Contract issued by TC under **T8080-200037**, and the issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its Resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any Resources or subcontractors it uses) has previously performed similar services for other customers.
- 7.20.2 Both Parties represent and warrant that they have the legal power and authority to enter into this Contract.

7.21 Dispute Resolution

- 7.21.1 If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other dispute resolution process acceptable to both parties, before resorting to litigation.
- 7.21.2 The parties agree that any information exchanged during this meeting or any subsequent dispute resolution process, will be regarded as "without prejudice" communications for the purpose of settlement negotiations and will be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.
- 7.21.3 This Dispute Resolution clause will not affect any of Canada's rights of cancellation or termination contained in this Contract.

7.22 Safeguarding Electronic Media

- 7.22.1 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.
- 7.22.2 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.

7.23 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.



ANNEX A – STATEMENT OF WORK

Senior ATIP Resources for Transport Canada

1. OBJECTIVE

Transport Canada (TC) has a requirement for access to information Resource(s) (herein referred to as “Resource”) capable of providing their expertise in the processing of complex and sensitive access to information requests and complaints. The Resource(s) will provide much needed assistance to the TC ATIP office, by providing a source of additional capacity to address human resource constraints and unforeseen surges in workload.

2. BACKGROUND STATEMENT

The volume of ATIP requests and/or complaints fluctuates and is unpredictable. At the time of this requirement, the COVID-19 pandemic has led to a backlog of late files and the total backlog is expected to reach unprecedented levels. In addition, there is currently a shortage of specialized ATIP professionals in the Public Service, making it difficult to retain experienced ATIP analysts.

Finding consultants that have the required level of experience in analysing ATIP files is also challenging. Transport Canada needs to ensure that experienced consultants can be available on short notice to address workload pressures before they have significant impacts on reporting requirements and office morale.

3. REQUIREMENT DESCRIPTION

3.1. Scope

3.1.1. The Contractor must provide, on an as and when required basis, up to four (4) Resources capable of providing the services identified in Section 3.2 of Annex A.

3.1.2. Each Resource provided by the Contractor, must meet the following qualifications:

- a) High school diploma;
- b) Significant and recent experience processing access to information requests in the federal government;
- c) Recent experience with AccessPro Case Management and Redaction specialised software;
- d) Significant experience treating complaint files and collaborating with the Office of the Information Commissioner on investigations;
- e) *Significant* experience working on *complex and sensitive files*; and
- f) Experience conducting consultations with third parties in accordance with the Access to Information and Privacy Act.

For the purposes of this document, “*significant*” is defined as the depth and breadth of experience that would normally be acquired by performing the duties of an ATIP Analyst over a minimum of five years.

3.1.3. The Resource(s) will primarily process *complex and sensitive* files, with minimal error rate, using AccessPro Case Management and AccessPro Redaction.

For the purposes of this document, “*complex and sensitive files*” are defined as having at least two of the following elements:

- a) The file has a high volume of records to review (over 1,000 pages);
- b) The subject matter is newsworthy, sensitive and/or political;



- c) The file has related litigation or may require a legal opinion or consultation;
- d) The file may require multiple (five and over) consultations with other government departments, third parties or other governments;
- e) A variety of exemptions are invoked with a mixture of mandatory and discretionary exemptions with appropriate arguments.

3.1.4. The Resource(s) will be overseen and assigned tasks by the Technical Authority (and/or any designated TC employee), and must be capable of working independently and autonomously.

3.1.5. The Resource(s) will be expected to thoroughly understand, interpret and apply the *Access to Information Act* and *Privacy Act* and related policies and regulations.

3.1.6. The Resource(s) will be expected to process a high volume of requests and complaints within restricted timeline.

3.2. Tasks

3.2.1. The Resource will be is responsible to:

- a) Manage requests for information filed under the *Access to Information Act* (ATIA) by determining the scope of the requests, the relevancy of records and the statutory right of access to information;
- b) Research and analyze documents on a variety of subject matters for disclosure/exemption purposes;
- c) Conduct consultations with third parties, other governments and other government departments;
- d) Apply legislation, policies, guidelines, case precedents, legal opinions and recommendations of various parties to inform how they apply exemptions and exceptions;
- e) Prepare response packages, with redacted information when applicable, and provide them to requesters electronically after approval;
- f) Provide advice and information to TC management and employees concerning the application of the *Access to Information Act* in handling complex and sensitive requests; and
- g) Continually track the progress of each assigned file using Access Pro Case Management (APCM), Access Pro Redaction software or any other provided software.

3.2.2. The Resource(s) must ensure files assigned are completed within legislative timelines or within time restrictions established by the Technical Authority and/or designated TC employee. The factors such as complexity of files, sensitivity, workload and complaints must be considered by the Resource(s) when prioritizing the completion of assigned tasks and files. Files must be provided with minimal to no errors considering precedence, jurisprudence, Treasury Board of Canada Secretariat policies, the acts and research conducted and experience.

3.2.3. The Resource(s) must provide regular updates and feedback on their assigned tasks and files (as requested by the Technical Authority and/or any designated TC employee) to ensure that files are processed according to TC standards.

3.2.4. The Resource(s) must prepare and manage consultations with various Federal Departments and Agencies, other governments and third parties;

3.2.5. The Resource(s) must prepare and manage requirements related to complaints submitted to the Information Commissioner, including representations to justify decisions and actions taken to process files.



3.3. **Deliverables**

- 3.3.1. The Resource(s) must provide weekly status updates by email to the Technical Authority (and/or any designated TC employee).
- 3.3.2. When requested by the Technical Authority (and/or any designated TC employee), the Resource(s) must provide deliverables related to access to information requests, which may include the following:
 - a) Preparation of consultation packages and associated formal letters;
 - b) Recommendations regarding the exemption or exclusion of sensitive information applied in the software Redaction and prepared for approval with associated formal letters: Technical Authority (and/or any designated TC employee), the Resource(s) must prepare briefing notes for senior management that clearly detail the progress of the request and any associated risks.
 - c) The consultation packages and associated formal letters must be delivered by the Resource electronically by email in MS-Word, or PDF format in accordance with TC procedures.
 - d) All issues, problems and warnings must be reported to the Technical Authority as they arise.
- 3.3.3. All requested deliverables must be submitted to the Technical Authority (and/or any designated TC employee), and will be reviewed for quality and completeness. The Technical Authority (and/or any designated TC employee) will review each deliverable and confirm both their approval and acceptance of the submitted deliverable, or the need for revisions. Deliverables must be approved by the Technical Authority (and/or any designated TC employee) before they will be considered finalized and accepted.

4. LANGUAGE REQUIREMENTS

- 4.1. TC's ATIP office performs their work in both official languages (French and English). The Resource(s) must be able to perform the services at the following proficiency levels outlined below (as defined by the PSPC Temporary Help Services Language Proficiency Grid - <https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/clients/competences-proficiency-eng.html>):

Official Language	Minimum level of proficiency required
English	Advanced
French	Intermediate

- 4.2. The desired language requirement for the following proficiency levels outlined below (as defined by the PSPC Temporary Help Services Language Proficiency Grid: <https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/clients/competences-proficiency-eng.html>):

5. ACCESS TO CLIENT'S PREMISES AND SYSTEMS / ACCESS RESTRICTIONS

- 5.1. Canada's facilities, equipment and documentation are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the facilities, equipment and documentation.



- 5.2. Subject to the approval of the Technical Authority, arrangements will be made for the Contractor to access the required facilities, equipment and documentation at Transport Canada's earliest convenience.
- 5.3. All information must remain on TC-owned hardware and hard copy documents must remain on-site at TC. Sensitive information is not to be removed from TC offices and must be properly safeguarded at all times.

6. WORK LOCATION OF SERVICE DELIVERY AND WORK SCHEDULE

- 6.1. The Resource(s) must provide all services at the TC ATIP office in Ottawa located at 330 Sparks Street, Ottawa, Ontario, K1A 0N5.
- 6.2. The Resource(s) must provide services within the regular working hours of 7:00 am to 5:00 pm Monday to Friday, excluding statutory holidays. Access to the work is restricted and a TC ATIP employee must be present on site at all times.
- 6.3. TC will provide, subject to security requirements approved under this contract, Contractor's Resource personnel, access to identified databases or applications resident on TC computers or networks for the sole purpose of executing the tasks associated with this contract. TC, at its sole discretion, will identify the nature and characteristics of such access.
- 6.4. Arrangements for telework may be made should an event or crisis, such as a pandemic, prevent work at the office location.

Please Note

Due to the current COVID-19 pandemic, telework is required by the Resource until such time TC allows regular access to the office building for employees and Resource(s) and only at that time will be required to work on site full time

7. RESPONSIBILITIES

7.1. **Client Responsibility**

- 7.1.1. TC must provide the necessary equipment to the Resource/s: such as a laptop and any other peripheral required for the Resource to work from home only when required due to the pandemic of COVID-19.

7.2. **Contractor's Responsibility**

- 7.2.1. All equipment and all peripheral provided to the Resource by TC must be returned by the Resource to TC within an agreed upon time once work is to commence full time on site at TC.



ANNEX B – BASIS OF PAYMENT

1. Professional Services of Resource ___ (Resource to be confirmed at Contract Award)

- 1.1. The Contractor will be paid the following firm all-inclusive per diem rates shown in Tables B-1 for services performed by Resource ___ (Resource to be confirmed at Contract Award) under this Contract, in accordance with Annex “A”. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra.

Table B1 – Per Diem Rates for Resource ___ (Highlighted sections to be confirmed at Contract Award)

Resource	Option	Contract Period	Estimated Level of Effort Required for Identified Resource	All-inclusive Fixed Per-Diem Rate	Total Estimated Cost (CAD)
			A	B	C = A * B
Resource ___	Initially Funded	Initial Contract Period (Contract Award to March 31, 2021)	130 Days	To be completed by the Bidder	TBD

- 1.2. When an option is exercised by Canada, the Contractor will be paid the following firm all-inclusive per diem rates shown in Tables B-2 for services performed by Resource ___ (Resource to be confirmed at Contract Award) under this Contract, in accordance with Annex “A”. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra.

Table B2 – Per Diem Rates for Resource ___ (Highlighted sections to be confirmed at Contract Award)

Resource	Option	Contract Period	Estimated Level of Effort Required for Identified Resource	All-inclusive Fixed Per-Diem Rate	Total Estimated Cost (CAD)
			A	B	C = A * B
Resource ___	Option 1A (Unfunded)	Optional Period 1 April 1, 2021 to March 31, 2022	260 or 224 Days	To be completed by the Bidder	TBD
	Option 1B (Unfunded)	Optional Period 2 April 1, 2022 to March 31, 2023	260 or 224 Days	To be completed by the Bidder	TBD
	Option 1C (Unfunded)	Optional Period 3 April 1, 2023 to March 31, 2024	260 or 224 Days	To be completed by the Bidder	TBD
	Option 1D (Unfunded)	Optional Period 4 April 1, 2024 to March 31, 2025	260 or 224 Days	To be completed by the Bidder	TBD



ANNEX C – SECURITY REQUIREMENTS CHECK LIST

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**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 Transport Canada	2. Branch or Directorate / Direction générale ou Direction Access to information and Privacy	
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 The senior ATIP Consultant would process ATIP requests, including coordinate, review, analyse, provide recommendations and respond to complex requests.		
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"/>	No release restrictions / Aucune restriction relative à la diffusion <input 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 checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" 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"/>

TBS/SCT 360-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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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 checked="" type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" 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?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui
 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 / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	Protected / Protégée			CONFIDENTIAL	SECRET	TOP SECRET	
											A	B	C				
Information / Assets / Informations / Actifs																	
Manufacturing / Fabrication / Fabrication																	
IT Media / Support IT / 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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Government of Canada / Gouvernement du Canada

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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) Brigitte Parent	Title - Titre Director	Signature
Telephone No. - N° de téléphone 613-993-6162	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel brigitte.parent@tc.gc.ca
		Date 2020-04-29

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Gerry Babcock	Title - Titre Acting Manager, Cyber Security Digital Services Directorate	Signature Babcock, Gerry L. <small>(Digital Signature: Gerry L. Babcock, Date: 20200327 09:01:46.4187)</small>
Telephone No. - N° de téléphone 613-990-5531	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Gerry.Babcock@tc.gc.ca
		Date April 30, 2020

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? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Barbara Gorman	Title - Titre Contract Specialist	Signature
Telephone No. - N° de téléphone 343-550-2125	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Barbara.gorman@tc.gc.ca
		Date May 26, 2020

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature Saumur, Jacques O. <small>(Digitally signed by Saumur, Jacques O. DN: cn=J, o=SC, ou=TPSGC, email=Jacques.Saumur@tc.gc.ca, Date: 2017.02.02 12:08:21 -0500)</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

Jacques Saumur
Contract Security Officer
Contracts Security Division / Division des contrats sécurité /
Contract Security Program / Programme de sécurité des contrats /
Public Services and Procurement Canada | Services publics et Approvisionnement Canada
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Telephone | Téléphone 613-948-1732
Facsimile | Télécopieur 613-948-1712

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ANNEX D – REPLACEMENT AND ADDITIONAL RESOURCE EVALUATION PROCESS

1. Evaluation of Additional Resources

Following the contract award, the following process will be used to evaluate any proposed Resource outlined in the Contractor's draft TA proposal.

1.1. Phase 1: Evaluation of Mandatory Criteria

1.1.1. In Phase 1 of the evaluation process, the proposed Resource in the draft TA proposal must meet the mandatory technical criteria specified below. The Contractor must provide the necessary documentation to support compliance with each requirement. Each mandatory technical criterion should be addressed separately.

1.1.2. When requested in a technical evaluation criterion to demonstrate either Work experience or Project experience of a proposed Resource, the Contractor must provide (at a minimum) the following information below in order to demonstrate compliance (in addition to any other required information identified in the criterion):

- a) The name of the client organization where the experience was acquired by the proposed Resource;
- b) A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the Contractor ;
- c) The dates and duration of the work/project (indicating the months of engagement by the Contractor);
- d) Description of the activities performed by one proposed Resource relevant to the criteria; and
- e) The name of the client organization and the name, title and email address of a contact person (direct supervisor) that may be used as a reference to validate projects or experiences

The Contractor must complete this for each proposed Resource's working experience and/or project experience as applicable, and refer to it in the cross-reference column of the evaluation criteria.

1.1.3. In order to successfully move to the next step of the evaluation process, the Contractor must meet all mandatory requirements. Bids that do not meet all mandatory requirements will be declared non-compliant.

Mandatory Criteria

Criteria	Mandatory Technical Criteria	Compliant Yes / No	Cross Reference to bid
M1	<p>The Contractor must identify the proposed Resource being proposed as being able to meet the requirements identified in the Statement of Work (SOW) under, Annex A.</p> <p>To demonstrate compliance, the Contractor must:</p> <p>(1) Identify the proposed Resources in the bid proposal and confirm how each proposed Resource meets each qualification requirement identified in Annex</p>		



Criteria	Mandatory Technical Criteria	Compliant Yes / No	Cross Reference to bid
	<p>A; AND</p> <p>(2) Provide a curriculum vitae (CV) for the proposed Resource (no more than 5 pages all inclusive) that include the following information:</p> <ul style="list-style-type: none"> (a) academic qualifications, (b) work experience, (c) security level, and (d) language proficiency. 		
M2	<p>The Contractor must demonstrate that the proposed Resource has a minimum of 72 months of experience within the last 120 months (as of the RFP closing date), working in a federal government ATIP office with duties specific to processing access to information requests, including the analysis, application of redactions and preparation of release packages.</p> <p>To demonstrate compliance, the Contractor must describe how each proposed Resource meets the mandatory experience requirement listed above.</p> <p>When providing a response to M2, the Contractor must include the following information:</p> <ul style="list-style-type: none"> (i) Federal Organization / Department where the proposed Resource's experience was acquired; (ii) The Role/Title of the proposed Resource in ATIP Office where the experience was acquired; (iii) Confirm whether the proposed Resource was either a: <ul style="list-style-type: none"> a. Employee/Public Servant (indicate classification and level) b. Consultant (identify Contracting entity) (iv) Case management Software used by the proposed Resource where the experience was acquired; (v) Duration in time (including start and end date of the assignment/contract) when the proposed Resource's experience was acquired (mm/year to mm/year); (vi) The contact name of the manager who approved deliverables submitted by the proposed Resource (vii) A brief summary of duties including but not limited to the processing of file / complex file / complaint file within a Federal Government institution related to the processing of and managing access to information requests (point form and no more than 400 words) 		
M3	<p>The Contractor must demonstrate that the proposed Resource has a minimum of 24 months of experience within the last 60 months (as of the RFP closing date), preparing, negotiating and managing consultations with third parties and other government departments in accordance with the Access to Information Act.</p> <p>To demonstrate compliance, the Contractor must describe how each proposed Resource meets the mandatory experience requirement listed above.</p> <p>When providing a response to M3, the Contractor must include the following information:</p> <ul style="list-style-type: none"> (i) Duration in time (including start and end date of the assignment/contract) when the proposed Resource's experience was acquired (mm/year to mm/year); <p>Please Note - Experience working from one institution to another that overlaps will not be counted twice.</p>		



Criteria	Mandatory Technical Criteria	Compliant Yes / No	Cross Reference to bid
	<ul style="list-style-type: none"> (ii) Federal institution where the proposed Resource's experience was acquired; (iii) The Role/Title of the proposed Resource in the ATIP Office where the experience was acquired; (iv) Confirm whether the proposed Resource was either a: <ul style="list-style-type: none"> a. Employee/Public Servant (indicate classification and level) b. Consultant (identify Contracting entity) (v) Case management Software used by the proposed Resource where the experience was acquired; (vi) The contact information listed below of the manager who approved deliverables submitted by the proposed Resource <ul style="list-style-type: none"> a. Contact Name: b. Title: c. Telephone No.: d. Email Address: (vii) A brief summary of duties including but not limited to the processing of file / complex file / complaint file within a Federal Government institution related to the processing of and managing access to information requests (point form and no more than 400 words) 		
M4	<p>The Contractor must demonstrate that the proposed Resource has a minimum of 36 months of experience within the last 60 months (as of the RFP closing date) using the AccessPro Case Management and AccessPro Redaction Software to complete the following tasks:</p> <ul style="list-style-type: none"> a) Processing to completion access to information requests which includes the application and documentation of redactions; AND b) Producing response packages and formal letters; AND c) Documenting all information related to the processing of requests, including communications and administrative actions. <p>To demonstrate compliance, the Contractor must describe how each proposed Resource meets the mandatory experience requirement listed above.</p> <p>When providing a response to M4, the Contractor's must include the following information:</p> <ul style="list-style-type: none"> (i) Duration in time (including start and end date of the assignment/contract) when the proposed Resource's experience was acquired (mm/year to mm/year); <p>Please Note - Experience working from one institution to another that overlaps will not be counted twice.</p> <ul style="list-style-type: none"> (ii) Federal institution where the proposed Resource's experience was acquired; (iii) The Role/Title of the proposed Resource in the ATIP Office where the experience was acquired; (iv) Confirm whether the proposed Resource was either a: <ul style="list-style-type: none"> a. Employee/Public Servant (indicate classification and level) b. Consultant (identify Contracting entity) (v) Case management Software used by the proposed Resource where the experience was acquired; (vi) The contact information listed below of the manager who approved 		



Criteria	Mandatory Technical Criteria	Compliant Yes / No	Cross Reference to bid
	deliverables submitted by the proposed Resource a. Contact Name: b. Title: c. Telephone No.: d. Email Address:		

1.2. Phase 2 – Evaluation of Point Rated Criteria

1.2.1. In Phase 2 of the evaluation process, draft TA proposals that meet all the mandatory technical criteria will be evaluated and scored against the evaluation criteria identified below. The rating is performed on a scale of 80 points.

1.2.2. Each rated technical criterion should be addressed separately. Point rated criteria not addressed in the Contractor’s proposal will result in a score of zero being assigned against that particular criterion.

1.2.3. The tables below outline each of the rated requirements and identify:

- a) The requirement with respect to which the Contractors are being evaluated;
- b) The bid submission requirements for each rated criterion;
- c) The Total Maximum Score for each rated criterion; and
- d) The scoring guidelines that will be used to evaluate each of the rated technical requirements.

1.2.4. For the purposes of the evaluation, the following terms are defined as follows:

- a) A “**file**” is defined as the work relating the processing of a specific access to information request in an ATIP Office.
- b) A “**complex file**” is defined as having any combination of the following elements: multiple third party information; multiple government consultations; internal or external negotiations regarding the scope of the request or deadlines for responding; contentious subject matter; significant volume of records to process (over 800 pages); or potential complaint or litigation concerns.
- c) A “**complaint file**” is defined as a file where there is a need to respond to a formal complaint filed with the Office of the Information Commissioner (OIC).

1.2.5. Contractors are encouraged to take note of the following:

- a) Each point rated technical criterion should be addressed separately, because it will be scored separately.
- b) The Contractor should respond to each criterion. Each response will be evaluated on its clarity, completeness and relevance to Annex A as it relates to the individual criterion.
- c) Any month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once.



For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

- d) When demonstrating experience for compliance to specific mandatory and rated criteria, note that repeating the required criteria and/or repeating the same project information for responses to different criteria are not sufficient.

1.2.6. In order to successfully move to the next step of the evaluation process, the Contractor must obtain the required minimum of 56 points overall. Draft TA proposals that do not meet all mandatory requirements will be declared non-compliant.

Point Rated Technical Criteria

Criteria	Point Rated Technical Criteria	Scoring	Max. Score
R1	<p>The Contractor should demonstrate that the proposed Resource has processed and completed a minimum of five (5) complex ATIP files in the last 36 months up to the RFP closing date.</p> <p>The complexity of each file identified by the Contractor will be assessed based on the following elements:</p> <ol style="list-style-type: none"> 1. The file involved significant extensions (in terms of number of days) and was managed over a period of time exceeding four months 2. The file contained classified information at Secret or Top Secret level 3. The file involved three (3) or more consultations with third parties involved 4. High volume of records to review (1000 pages +) 5. Requirement for consultation with Department of Justice (DoJ) or seeking legal advice 6. Subject matter newsworthy and/or political 7. The file has related litigation 8. similar to other requests received in the past and need to ensure a consistent approach 9. Need to need to negotiate with third parties on the disclosure/non-disclosure of certain information 10. Need to apply three or more different types of exemptions. <p>When providing a response to R1, the Contractor's must include the following information:</p> <ol style="list-style-type: none"> (i) Duration in time (including start and end date of the assignment/contract) when the proposed Resource's experience was acquired (mm/year to mm/year); (ii) Federal institution where the proposed Resource's experience was acquired; (iii) The Role/Title of the proposed Resource in the ATIP Office where the experience was acquired; (iv) Confirm whether the proposed Resource was either a: <ol style="list-style-type: none"> a. Employee/Public Servant (indicate classification and level) 	<p>Each element will be assessed a score as follows:</p> <p><i>No= 0 points Yes= 1 point</i></p> <p>A maximum of 10 points can be obtained per file.</p> <p>Please note</p> <ul style="list-style-type: none"> • Each file will be scored individually up to a maximum of 10 points; • Contractors will only be permitted to submit a maximum of five (5) files per bid for the proposed Resource. If a Contractor does submit more than five (5) files in a bid, Canada will choose the first five (5) files listed in the bid submission response to R1 to evaluate. 	50



Criteria	Point Rated Technical Criteria	Scoring	Max. Score
	<p>b. Consultant (identify Contracting entity)</p> <p>(v) Case management Software used by the proposed Resource where the experience was acquired;</p> <p>(vi) The contact information listed below of the manager who was approved deliverables submitted by the proposed Resource</p> <ol style="list-style-type: none"> a. Contact Name: b. Title: c. Telephone No.: d. Email Address: <p>(vii) A brief summary of duties including but not limited to the processing of the complex file within a Federal Government institution (point form and no more than 400 words)</p>		
R2	<p>The Contractor should demonstrate that the proposed Resource has processed and completed a minimum of three (3) files that required responding to complaints or investigations from the Office of the Information Commissioner (OIC) in the last thirty-six (36) months up to the RFP closing date.</p> <p>Each file identified by Contractor should at a minimum comprise the following elements:</p> <ol style="list-style-type: none"> 1. Question 1 – Description of the type of complaint and at which point during the complaint process was the Resource involved. 2. Question 2 – Description of the Resource's role in actions that are specific to dealing with a formal complaint. This can include: submission of records to the investigator, preparing formal letters and briefing material, contacting subject matter experts, etc. 3. Question 3 – Demonstration of having to consider legal advice regarding a complaint file. 4. Question 4 – Experience dealing with highly complex complaints involving sections 35 and 37 of the Access to Information Act. <p>When providing a response to R2, the Contractor's must include the following information:</p> <ol style="list-style-type: none"> (i) Duration in time (including start and end date of the assignment/contract) when the proposed Resource's experience was acquired (mm/year to mm/year); (ii) Federal institution where the proposed Resource's experience was acquired; (iii) The Role/Title of the proposed Resource in the ATIP Office where the experience was acquired; (iv) Confirm whether the proposed Resource was either a: <ol style="list-style-type: none"> a. Employee/Public Servant (indicate classification and level) b. Consultant (identify Contracting entity) (v) The contact information listed below of the manager who approved deliverables submitted by the proposed Resource <ol style="list-style-type: none"> a. Contact Name: b. Title: 	<p>Each element will be assessed a score as follows:</p> <p><u>Question 1</u> Description of complaint not provided= 0 points Description of complaint provided = 1 point</p> <p><u>Question 2</u> Resource had no role in processing the complaint = 0 points Resource had minimal role in processing the complaint = 2 points Resource had a significant role in processing the complaint = 4 points</p> <p><u>Question 3</u> Experience not demonstrated = 0 points Experience demonstrated = 1 point</p> <p><u>Question 4</u> Experience not demonstrated = 0 points Experience involving either section 35 or section 37 demonstrated = 2 points Experience involving both sections 35 and 37 demonstrated = 4 points</p> <p>A maximum of 10 points can be obtained per file.</p> <p>Please note</p> <ul style="list-style-type: none"> • Contractors can submit the same files as part of their responses to M3, and R2. 	30



Criteria	Point Rated Technical Criteria	Scoring	Max. Score
	c. Telephone No.: d. Email Address: (vi) A brief summary of duties including but not limited to the processing of the complaint file within a Federal Government institution (point form and no more than 400 words) (vii) Background summary and description of the reasons for the complaint. (Point form and no more than 100 words per file) (viii) Nature of interaction between the proposed Resource, the Office of Information Commissioner, and with Legal Services if applicable (Point form and no more than 250 words per file) (ix) Role of the proposed Resource for various actions related to the complaint and the associated section of the Access to Information Act. (Point form and no more than 250 words per file) (x) Date (mm/year to mm/year) the proposed Resource was processing the complaint file.	<ul style="list-style-type: none"> Contractors will only be permitted to submit a maximum of three (3) files per bid for the proposed Resource. If a Contractor does submit more than three (3) files in a bid, Canada will choose the first three (3) files listed in the bid submission response to R1 to evaluate. 	
Maximum possible score			80
Minimum score required to be compliant (70%)			56

1.3. Phase 3 – Evaluation of Financial Proposal

1.3.1. In Phase 3 of the evaluation process, draft TA proposals with a proposed Resource that successfully meets the minimum score for Phase 2 (Evaluation of Point Rated Criteria) will have their financial proposal evaluated against the following requirements:

- a) All-inclusive Daily Fixed Per-Diem Rate for the Proposed Resource – The Contractor must propose an All-inclusive Fixed Per-Diem Rate for the proposed Resource during the initial contract period (using pricing table B-1 in Annex B) and the optional contract periods (using pricing table B-2 in Annex B).

Should the Contractor’s bid proposal be ranked in the top 3 following the completion of the evaluation process the proposed rate will be used for the possible award of a contract for either Resource A, Resource B or Resource C.

- b) No Advance Payments – As set out in the Payment Article of the Resulting Contract Clauses, prices must be bid on the basis of Canada being invoiced monthly, with all charges being for services rendered in the previous month (i.e., no advance payments for work not yet performed).
- c) All Prices in Canadian Dollars – All prices must be submitted in Canadian dollars. As per Section 3.4.5 of the solicitation, Canada will not offer or consider exchange rate fluctuation



risk mitigation for this solicitation. All bids including such provision will render the bid non-responsive.

- d) No Caveats or Conditional Pricing –The per-diem pricing provided in the Contractor’s Financial Proposal, must reflect the daily total, all-inclusive price for all requested services described in the Resulting Contract Clauses, including the Statement of Work. Financial proposals must not include any caveats or conditional pricing. Contractors should raise any questions they have regarding assumptions during the bidding period.
- e) Definition of a Day/Proration –When proposing pricing for the Financial Proposal for the proposed Resource, the Contractor is advised that a day is defined as providing 7.5 hours of service, exclusive of meal breaks. In addition, the Contractor is advised of the following:
 - (i) Canada will not consider any provisions for overtime charges, annual leave, statutory holidays and sick leave.
 - (ii) Should the proposed Resource work more or less than a defined day (7.5 hours of service), the Contractor’s Per Diem will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{Pro rated Per Diem} = \left\{ \frac{\text{Hours worked} \times \text{Applicable firm per diem rate}}{7.5 \text{ hours}} \right\}$$

1.3.2. In order to successfully move to the next step of the evaluation process, the Contractor must meet all mandatory financial proposal requirements. Any draft TA proposal that does not meet all mandatory requirements will be declared non-compliant.

1.4. Phase 4 – Interview of Proposed Resource

1.4.1. In Phase 4 of the evaluation process, is an optional evaluation phase in which Canada may elect to virtually interview the proposed Resource of any draft TA proposal that successfully completes Phase 3 of the evaluation process.

1.4.2. If an interview of the proposed Resource is deemed required by Canada, the Contractor will be contracted by Canada at least three business days prior to the assigned interview date and time slot for the proposed Resource.

1.4.3. The Contractor must confirm receipt and acceptance of the date and time to the Contracting Authority within two (2) working days. Should the Contractor fails to provide confirmation within the specified timeframe, Canada will deem the Contractor to have waived the opportunity to complete this evaluation activity and the draft TA proposal will be declared non-compliant.

1.4.4. Each scheduled interview will last no longer than 40 minutes in duration.

1.4.5. The interview will be conducted in the preferred official language of the proposed Resource.

1.4.6. The Contractor will be permitted to have one (1) representative present for the interview.



1.4.7. Subject to illness or unexpected absence, the same evaluators will be present for all the interviews. At least three (3) evaluators will be present for each presentation. The Contracting Authority and/or another representative from TC Contracting Services, will also be present during each interview.

1.4.8. The interview will be conducted in accordance with the following process outlined below:

a) The proposed Resource will be required to provide answers to the following five (5) questions:

Question No.	Question for proposed Resource
1	Please describe how you analyzed a complex access to information request and the records that were retrieved, explain what made the file complex and how you prepared the response. (a complex file is defined at 1.2.4)
2	Please describe how you processed a file that required consultations with third parties, including how many parties were consulted and indicating if actions you took were pursuant to sections of the Access to Information Act, naming the section number when applicable.
3	Please describe how you negotiated a complaint file with an investigator at the Office of Information Commissioner, and how you developed strategies to resolve the complaint.
4	If you have 20 complex files assigned to you from the backlog (all past the legislated deadline), including complaint files, what factors would you consider and what actions would you take to prioritize your work?
5	When you complete your analysis of a file, you submit it to a Team Leader for review, and then if there are no changes, the file will be submitted to a Chief for approval? If your Team Leader returns a file to you for revision but you disagree with the Team Leader's assessment, what do you do?

b) Evaluators present at the interview will rate responses provided by the proposed Resource, in order to determine the proposed Respondent's suitability to complete the Work identified in Annex A. Evaluators will aim to confirm the following for each provided response:

- (1) The proposed Resource has solid communication skills that include (but is not limited to):
 - (i) Providing responses that are communicated in a clear manner with appropriate language;
 - (ii) Providing concise responses that focus on key and essential information; and
 - (iii) Providing responses with minimal language, grammar or vocabulary issues.
- (2) For any actions described in a response that either aimed to resolve an issue or complete a task:
 - (i) Efficiency and Effectiveness was demonstrated in the described actions performed by the proposed Resource;
 - (ii) The actions taken by the proposed Resource demonstrated good judgement;



- (iii) The actions taken by the proposed Resource demonstrated good problem-solving skills;
 - (iv) The actions taken by the proposed Resource demonstrated awareness and understanding of key legislation, policies and directives; and
 - c) Evaluators will also be provided a copy of the curriculum vitae (CV) for the proposed Resource (submitted in response to M1) which may be considered by the evaluators when evaluating responses.
 - d) For each question listed above in sub-section (a), evaluators will allocate a pass or fail mark based on consensus evaluations.
- 1.4.9. In order to successfully complete Phase 6 of the evaluation process, the proposed Resource must be assessed by the evaluation team as
 - (i) scoring a pass mark for all five (5) questions listed in sub-section (a); and
 - (ii) demonstrating in the responses during the interview that they have an ability to communicate effectively orally.

Any proposed Resource that does not demonstrate these items to the evaluation team will be declared non-compliant and result in Canada initiating the evaluation process in Annex D for the next top ranked Contractor as per Section 7.4.2.
- 1.5. Phase 5 – Customer Reference Check
- 1.5.1. In Phase 5 of the evaluation process, is an optional evaluation phase in which Canada may elect to complete a Customer Reference Check for a proposed Resource.
- 1.5.2. The Contractor must provide a customer reference who can confirm the information provided by the Contractor regarding the project and respond to other questions that are relevant to the evaluation of the bid.
- 1.5.3. The Contractor is solely responsible for ensuring that it provides a contact person who is knowledgeable about the services the Contractor has provided to the customer reference organization and who is willing to act as a customer reference. Crown references will be accepted.
- 1.5.4. The Contractor must provide two (2) client references presented in the format indicated in Appendix 1 to Annex D – Customer Reference Form. Each client reference must meet the following requirements in order to be considered:
 - a) The identified point of contacts (who provide the customer reference on behalf of the customer organization must have directly reviewed the work of the proposed Resource in a position equivalent to a manager (e.g. Deputy Director, Chief, Team Leader) or higher. Canada will not consider any provided customer references where the identified points of contact do not meet this requirement.
 - b) The client reference must include all requested information identified in Attachment 3.1. Canada will not consider any additional information provided by the Contractor.



- c) The client reference for the proposed Resource cannot be for Work provided by the proposed Resource to the Contractor as a customer. Canada will not consider a reference if the customer organization identified in Attachment 3.1 is either:
 - (i) Itself;
 - (ii) an affiliate; or
 - (iii) other entity that does not deal at arm's length with the Contractor.

1.5.5. The validation of customer references will be conducted in accordance with the following process outlined below:

- a) Canada will contact both provided customer references for the purposes of evaluation.
- b) Canada will conduct reference checks by telephone. Canada will send all reference check requests to contacts supplied by the Contractors on the same day using the email address(es) provided in the draft TA proposal to schedule a call. The Contractor is responsible for providing accurate email addresses and a telephone number at which the reference can be contacted during business hours, whether the reference is working at the office or remotely.
- c) The selected client references will be contacted to provide answers to the following five (5) questions:

Question No.	Question for Customer Reference	Scoring
1	Overall, were you satisfied with the quality of the work prepared for your review by the Contractor?	Yes= Pass No= Fail
2	When problems were found in the Contractor's work, was the Contractor responsive and timely in resolving the issues?	Yes= Pass No= Fail
3	Did the Contractor take your comments and suggestions into consideration?	Yes= Pass No= Fail
4	Did the Contractor demonstrate the ability to work independently with little guidance and/or monitoring?	Yes= Pass No= Fail
5	Can you confirm that the Contractor processed multiple access to information requests during the time period indicated?	Yes= Pass No= Fail

- d) Given the information that Canada seeks to confirm with a reference is mandatory, Canada will declare the bid non-compliant if the response from the contact person at the reference is not received within three (3) working days of the date that Canada's email was sent (or within three (3) working days of leaving a voicemail message).
- e) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Contractor by email, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within the next two (2) working days. If the individual named by a Contractor is unavailable when required during the evaluation period, the Contractor may provide the name and telephone number of an



alternate contact person from the same customer organization, provided they meet the requirements identified in Section 1.4.4 of Annex D. Contractors will only be provided with this opportunity once, and only if the originally named individual is unavailable to respond (i.e., the Contractor will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The two (2) working days will not be extended to provide additional time for the new contact to respond.

- f) Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information evaluated.
- g) A Contractor will not meet the mandatory requirement if:
 - (i) the customer reference states he or she is unable or unwilling to provide the information requested; or
 - (ii) the customer reference is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor or a subcontractor to the Contractor instead of being a customer of the Contractor itself), unless the solicitation provides otherwise.

1.5.6. The Contractor may provide the questions to the customer reference contact person in advance.

1.5.7. In order to successfully move to the next step of the evaluation process, the customer references for the proposed Resource must provide a response that scores a pass mark for all five (5) questions listed in Section 1.5.5 (d) of Annex D. Any draft TA proposal that has a customer reference that does not pass all five (5) questions each question will be declared non-compliant.



APPENDIX 1 TO ANNEX D – CUSTOMER REFERENCE FORM

CUSTOMER REFERENCE FORM			
Contract No. XXXXXXXXXX (To be inserted at Contract award)			
Contractor's Information			
Contractor's full legal name <i>In the case of a joint venture, please identify all members</i>			
Customer reference No.	Customer Reference # 1 <input type="checkbox"/> Customer Reference # 2 <input type="checkbox"/>		
Name of the proposed Resource who provided services to the customer organization			
Customer Organization Information			
Name of the customer organization to which services were provided by the proposed Resource			
Description of the customer organization's business			
Period of time the proposed Resource provided services to the customer organization <i>(mm/year to mm/year)</i>	From		To
Primary Reference - Contact Information			
Contact information for the primary customer reference.	Name		
	Title		
	Telephone No		
	Email Address		
Back-up Reference - Contact Information			
Contact information for the back-up customer reference.	Name		
	Title		
	Telephone No.		
	Email address		
Questions for the Customer Reference			
1. Overall, were you satisfied with the quality of the work prepared for your review by the Contractor?			
2. When problems were found in the Contractor's work, was the Contractor responsive and timely in resolving the issues? Consider the quality of the resolution in your response.			
3. Did the Contractor take your comments and suggestions into consideration?			
4. Did the Contractor demonstrate the ability to work independently with little guidance and/or monitoring?			
5. Can you confirm that the Contractor processed multiple access to information requests during the time period indicated?			


ANNEX E – TASK AUTHORIZATION FORM

TASK AUTHORIZATION FORM / FORMULAIRE D'AUTORISATIONS DE TÂCHES				
PART 1 – COMPLETED BY CANADA / PARTIE 1 – COMPLÉTÉ PAR CANADA				
A. General Information / Informations générales				
Contract Number / Numéro du contrat				
Contractor Name / Nom du Contracteur				
Task Authorization (TA) No. / No de l'autorisation de tâches (AT)	Financial Coding / Code financier	Date of Issuance / Date d'émission	Response Required by / Réponse requise par	Commitment Number / Numéro d'engagement
B. For Amendments Only / Aux fins de modification seulement				
Amendment No. / No de la modification				
Reason for the Amendment / Raison pour la modification				
C. TA Requirements / Exigences relatives à l'AT				
Required Resource(s) / Ressource(s) requise(s)				
Category / Catégorie	Level / Niveau	Estimated Level of Effort (days) / Niveau d'effort estimatif (jours)	Linguistic Profile / Profil linguistique	Required Level(s) of Security / Niveau(x) de sécurité requis
Statement of Work (tasks, deliverables, reports, etc.) / Énoncé des travaux (tâches, livrables, rapports, etc.)				
Period of Services / Période de service				
Initial Start Date / Date de début initiale		Initial End Date / Date de fin initiale		
Travel Requirement(s) / Exigence(s) de voyage				
Work Location(s) / Lieu(x) de travail				



PART 4 – RESOURCE(S) / PARTIE 5 – RESSOURCE(S)

E. Contractor Resource(s) / Ressource(s) du Contracteur

1) Initial Resource(s) / Ressource(s) initiale

Name / Nom	Start Date / Date de début	End Date / Date de fin	PSPC Security File No. / No du dossier de sécurité SPAC	Attachments / Pièces jointes
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved

2) Replacement Resource(s) / Ressource(s) de remplacement

Name / Nom	Start Date / Date de début	End Date / Date de fin	PSPC Security File No. / No du dossier de sécurité SPAC	Attachments / Pièces jointes
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved



ATTACHMENT 3.1 – CUSTOMER REFERENCE FORM

CUSTOMER REFERENCE FORM			
RFP Solicitation No. T8080-200037			
Bidder Information			
Bidder's full legal name <i>In the case of a joint venture, please identify all members</i>			
Customer reference No.	Customer Reference # 1 <input type="checkbox"/> Customer Reference # 2 <input type="checkbox"/>		
Name of the proposed Resource who provided services to the customer organization			
Customer Organization Information			
Name of the customer organization to which services were provided by the proposed Resource			
Description of the customer organization's business			
Period of time the proposed Resource provided services to the customer organization <i>(mm/year to mm/year)</i>	From		To
Primary Reference - Contact Information			
Contact information for the primary customer reference.	Name		
	Title		
	Telephone No		
	Email Address		
Back-up Reference - Contact Information			
Contact information for the back-up customer reference.	Name		
	Title		
	Telephone No.		
	Email address		
Questions for the Customer Reference			
6. Overall, were you satisfied with the quality of the work prepared for your review by the Contractor?			
7. When problems were found in the Contractor's work, was the Contractor responsive and timely in resolving the issues? Consider the quality of the resolution in your response.			
8. Did the Contractor take your comments and suggestions into consideration?			
9. Did the Contractor demonstrate the ability to work independently with little guidance and/or monitoring?			
10. Can you confirm that the Contractor processed access to information requests during the time period indicated?			



ATTACHMENT 3.2 – ELECTRONIC PAYMENT INSTRUMENTS

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



ATTACHMENT 4.1 – EVALUATION FRAMEWORK OVERVIEW

1. General Information

- 1.1. This document describes how the Bidder’s Technical Proposal and Financial Proposal will be evaluated. The way in which each will be evaluated is set out in detail below.
- 1.2. The requirement for Senior ATIP Resources is referenced throughout this bid evaluation framework and is defined in Annex A – Statement of Work.
- 1.3. Proposals will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. All Bidders’ proposals will be evaluated in accordance with the evaluation procedures and basis of selection detailed in this section.
- 1.4. There are several phases in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in phases, the fact that TC has proceeded to a later phase does not mean that TC has conclusively determined that the Bidder has successfully passed all the previous phases. TC may conduct phases of the evaluation in parallel.
- 1.5. An evaluation team composed of representatives of TC will evaluate the proposals. TC 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.
- 1.6. The evaluation criteria for this bid solicitation places significant emphasis on the Bidder’s ability to meet the technical requirement of the bid solicitation. The Overall Proposal Score will be determined by combining the Bidder’s Technical Proposal Score and Financial Proposal Score, utilizing the weights specified below, to produce an Overall Proposal Score out of 100 percent (%).

EVALUATION PHASE	CRITERIA WEIGHT
Technical Proposal	70%
Financial Proposal	30%
Overall Proposal	100%

- 1.7. As stated in Section 1.4, it is TC’s intent to initially secure the services of three (3) Resources. In the event the completion of Phase 5 results in less than three (3) compliant bids (and proposed Resources), Canada may re-evaluate the ranking of bids in order to determine the next top-ranked Bidder selected. Canada may at its discretion proceed to authorize the next top-ranked Bidder to proceed to Phase 4.



2. EVALUATION PROCESS

2.1. Phase 1: Evaluation of Mandatory Criteria

- 2.1.1. In Phase 1 of the evaluation process, the Bidder must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with each requirement. Each mandatory technical criterion should be addressed separately.
- 2.1.2. When requested in a technical evaluation criterion to demonstrate either Work experience or Project experience of a proposed Resource, the Bidder must provide (at a minimum) the following information below in order to demonstrate compliance (in addition to any other required information identified in the criterion):
- a) The name of the client organization where the experience was acquired by the proposed Resource;
 - b) A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the Contractor ;
 - c) The dates and duration of the work/project (indicating the months of engagement by the Contractor);
 - d) Description of the activities performed by the proposed Resource relevant to the criteria; and
 - e) The name of the client organization and the name, title and email address of a contact person (direct supervisor) that may be used as a reference to validate projects or experiences.
- The Bidder must complete this for each proposed Resource’s working experience and/or project experience as applicable, and refer to it in the cross-reference column of the evaluation criteria.
- 2.1.3. Responses will be evaluated and given a “Pass/Fail” rating. Bidder’s proposals will be required to comply with each and every mandatory requirement (technical and financial) of the RFP.
- 2.1.4. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.
- 2.1.5. No points will be awarded for compliance with the mandatory requirements.
- 2.1.6. In order to successfully move to the next step of the evaluation process, the Bidder must meet all mandatory requirements. Bids that do not meet all mandatory requirements will be declared non-compliant.

Mandatory Criteria

Criteria	Mandatory Technical Criteria	Compliant Yes / No	Cross Reference to bid
M1	The Bidder must identify within their proposal the Resource being proposed as being able to meet the requirements identified in the Statement of Work (SOW) under, Annex A.		



Criteria	Mandatory Technical Criteria	Compliant Yes / No	Cross Reference to bid
	<p>To demonstrate compliance, the Bidder must:</p> <ul style="list-style-type: none"> (1) Identify the proposed Resource in the bid proposal and confirm how each proposed Resource meets each qualification requirement identified in Annex A; AND (2) Provide a curriculum vitae (CV) for the proposed Resource (no more than 5 pages all inclusive) that include the following information: <ul style="list-style-type: none"> (a) academic qualifications, (b) work experience, (c) security level, and (d) language proficiency. 		
M2	<p>The Bidder must demonstrate that the proposed Resource has a minimum of 72 months of experience within the last 120 months (as of the RFP closing date), working in a federal government ATIP office with duties specific to processing access to information requests, including the analysis, application of redactions and preparation of release packages.</p> <p>To demonstrate compliance, the Bidder must describe how each proposed Resource meets the mandatory experience requirement listed above.</p> <p>When providing a response to M2, the Bidder's must include the following information:</p> <ul style="list-style-type: none"> (i) Federal Organization / Department where the proposed Resource's experience was acquired; (ii) The Role/Title of the proposed Resource in ATIP Office where the experience was acquired; (iii) Confirm whether the proposed Resource was either a: <ul style="list-style-type: none"> a. Employee/Public Servant (indicate classification and level) b. Consultant (identify Contracting entity) (iv) Case management Software used by the proposed Resource where the experience was acquired; (v) Duration in time (including start and end date of the assignment/contract) when the proposed Resource's experience was acquired (mm/year to mm/year); (vi) The contact name of the manager who approved deliverables submitted by the proposed Resource (vii) A brief summary of duties including but not limited to the processing of file / complex file / complaint file within a Federal Government institution related to the processing of and managing access to information requests (point form and no more than 400 words) 		
M3	<p>The Bidder must demonstrate that the proposed Resource has a minimum of 24 months of experience within the last 60 months (as of the RFP closing date), preparing, negotiating and managing consultations with third parties and other government departments in accordance with the Access to Information Act.</p> <p>To demonstrate compliance, the Bidder must describe how each proposed Resource meets the mandatory experience requirement listed above.</p> <p>When providing a response to M3, the Bidder's must include the following information:</p> <ul style="list-style-type: none"> (i) Duration in time (including start and end date of the assignment/contract) 		



Criteria	Mandatory Technical Criteria	Compliant Yes / No	Cross Reference to bid
	<p>when the proposed Resource's experience was acquired (mm/year to mm/year);</p> <p>Please Note - Experience working from one institution to another that overlaps will not be counted twice.</p> <p>(ii) Federal institution where the proposed Resource's experience was acquired;</p> <p>(iii) The Role/Title of the proposed Resource in the ATIP Office where the experience was acquired;</p> <p>(iv) Confirm whether the proposed Resource was either a: a. Employee/Public Servant (indicate classification and level) b. Consultant (identify Contracting entity)</p> <p>(v) Case management Software used by the proposed Resource where the experience was acquired;</p> <p>(vi) The contact information listed below of the manager who approved deliverables submitted by the proposed Resource a. Contact Name: b. Title: c. Telephone No.: d. Email Address:</p> <p>(vii) A brief summary of duties including but not limited to the processing of file / complex file / complaint file within a Federal Government institution related to the processing of and managing access to information requests (point form and no more than 400 words)</p>		
M4	<p>The Bidder must demonstrate that the proposed Resource has a minimum of 36 months of experience within the last 60 months (as of the RFP closing date) using the AccessPro Case Management and AccessPro Redaction Software to complete the following tasks:</p> <p>a) Processing to completion access to information requests which includes the application and documentation of redactions; AND</p> <p>b) Producing response packages and formal letters; AND</p> <p>c) Documenting all information related to the processing of requests, including communications and administrative actions.</p> <p>To demonstrate compliance, the Bidder must describe how each proposed Resource meets the mandatory experience requirement listed above.</p> <p>When providing a response to M4, the Bidder's must include the following information:</p> <p>(i) Duration in time (including start and end date of the assignment/contract) when the proposed Resource's experience was acquired (mm/year to mm/year);</p> <p>Please Note - Experience working from one institution to another that overlaps will not be counted twice.</p> <p>(ii) Federal institution where the proposed Resource's experience was acquired;</p> <p>(iii) The Role/Title of the proposed Resource in the ATIP Office where the experience was acquired;</p> <p>(iv) Confirm whether the proposed Resource was either a:</p>		



Criteria	Mandatory Technical Criteria	Compliant Yes / No	Cross Reference to bid
	a. Employee/Public Servant (indicate classification and level) b. Consultant (identify Contracting entity) (v) Case management Software used by the proposed Resource where the experience was acquired; (vi) The contact information listed below of the manager who approved deliverables submitted by the proposed Resource a. Contact Name: b. Title: c. Telephone No.: d. Email Address:		

2.2. Phase 2 – Evaluation of Point Rated Criteria

2.2.1. Following evaluation of the mandatory requirements, compliant Bidder’s written response to the point-rated criteria of the RFP will be evaluated. Bidder’s proposals will be evaluated and scored based exclusively on the merits of the Bidder’s written response in accordance with the stated evaluation criteria in Section 2.2 of Attachment 4.1.

2.2.2. In Phase 2 of the evaluation process, bids that meet all the mandatory technical criteria will be evaluated and scored against the evaluation criteria identified below. The rating is performed on a scale of 80 points.

2.2.3. Each rated technical criterion should be addressed separately. Point rated criteria not addressed in the Bidder’s proposal will result in a score of zero being assigned against that particular criterion.

2.2.4. The tables below outline each of the rated requirements and identify:

- e) The requirement with respect to which the Bidders are being evaluated;
- f) The bid submission requirements for each rated criterion;
- g) The Total Maximum Score for each rated criterion; and
- h) The scoring guidelines that will be used to evaluate each of the rated technical requirements.

2.2.5. For the purposes of the evaluation, the following terms are defined as follows:

- a) A “**file**” is defined as the work relating to one of the following: the processing of a specific access to information request in an ATIP Office.
- b) A “**complex file**” is defined as having any combination of the following elements: multiple third party information; multiple government consultations; internal or external negotiations regarding the scope of the request or deadlines for responding; contentious subject matter; significant volume of records to process (over 800 pages); or potential complaint or litigation concerns.
- c) A “**complaint file**” is defined as a file where there is a need to respond to a formal complaint filed with the Office of the Information Commissioner (OIC).



2.2.6. Bidders are encouraged to take note of the following:

- a) Each point rated technical criterion should be addressed separately, because it will be scored separately.
- b) The Bidders should respond to each criterion. Each response will be evaluated on its clarity, completeness and relevance to Annex A as it relates to the individual criterion.
- c) Any month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once.

For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

- d) When demonstrating experience for compliance to specific mandatory and rated criteria, note that repeating the required criteria and/or repeating the same project information for responses to different criteria are not sufficient.

2.2.7. In order to successfully move to the next step of the evaluation process, the Bidder must obtain the required minimum of 56 points overall. Bids that do not meet all mandatory requirements will be declared non-compliant.

Point Rated Technical Criteria

Criteria	Point Rated Technical Criteria	Scoring	Max. Score
R1	<p>The Bidder should demonstrate that the proposed Resource has processed and completed a minimum of five (5) complex ATIP files in the last 36 months up to the RFP closing date.</p> <p>The complexity of each file identified by Bidder will be assessed based on the following elements:</p> <ol style="list-style-type: none"> 1. The file involved significant extensions (in terms of number of days) and was managed over a period of time exceeding four months; 2. The file contained classified information at Secret or Top Secret level; 3. The file involved three (3) or more consultations with third parties; 4. High volume of records to review (1000 pages +) 5. Requirement for consultation with Department of Justice (DoJ) or seeking legal advice 6. Subject matter newsworthy and/or political 7. The file has related litigation 8. Similar to other requests received in the past and need to ensure a consistent approach 9. Need to negotiate with third parties on the disclosure/non-disclosure of certain information 10. need to apply three or more different types of exemptions. 	<p>Each element will be assessed a score as follows:</p> <p><i>No= 0 points Yes= 1 point</i></p> <p>A maximum of 10 points can be obtained per file.</p> <p>Please note</p> <ul style="list-style-type: none"> • Each file will be scored individually up to a maximum of 10 points; • Bidders will only be permitted to submit a maximum of five (5) files per bid for the proposed Resource. If a Bidder does submit more than five (5) files in a bid, Canada will choose the first five (5) files listed the bid submission to evaluate R1. 	50



Criteria	Point Rated Technical Criteria	Scoring	Max. Score
	<p>When providing a response to R1, the Bidder's must include the following information:</p> <ul style="list-style-type: none"> (i) Duration in time (including start and end date of the assignment/contract) when the proposed Resource's experience was acquired (mm/year to mm/year); (ii) Federal institution where the proposed Resource's experience was acquired; (iii) The Role/Title of the proposed Resource in the ATIP Office where the experience was acquired; (iv) Confirm whether the proposed Resource was either a: <ul style="list-style-type: none"> a. Employee/Public Servant (indicate classification and level) b. Consultant (identify Contracting entity) (v) Case management Software used by the proposed Resource where the experience was acquired; (vi) The contact information listed below of the manager who approved deliverables submitted by the proposed Resource <ul style="list-style-type: none"> a. Contact Name: b. Title: c. Telephone No.: d. Email Address: (vii) A brief summary of duties including but not limited to the processing of the complex file within a Federal Government institution (point form and no more than 400 words) 		
R2	<p>The Bidder should demonstrate that the proposed Resource has processed and completed a minimum of three (3) files that required responding to complaints or investigations from the Office of the Information Commissioner (OIC) in the last thirty-six (36) months up to the RFP closing date.</p> <p>Each file identified by Bidder should at a minimum comprise the following elements:</p> <ol style="list-style-type: none"> 1. Question 1 – Description of the type of complaint and at which point during the complaint process was the Resource involved. 2. Question 2 – Description of the Resource's role in actions that are specific to dealing with a formal complaint. This can include: submission of records to the investigator, preparing formal letters and briefing material, contacting subject matter experts, etc. 3. Question 3 – Demonstration of having to consider legal advice regarding a complaint file. 4. Question 4 – Experience dealing with highly complex complaints involving sections 35 and 37 of the Access to Information Act. <p>When providing a response to R2, the Bidder's must include the following information:</p> <ul style="list-style-type: none"> (i) Duration in time (including start and end date of the assignment/contract) when the proposed Resource's 	<p>Each element will be assessed a score as follows:</p> <p><u>Question 1</u> Description of complaint not provided= 0 points Description of complaint provided = 1 point</p> <p><u>Question 2</u> Resource had no role in processing the complaint = 0 points Resource had minimal role in processing the complaint = 2 points Resource had a significant role in processing the complaint = 4 points</p> <p><u>Question 3</u> Experience not demonstrated = 0 points Experience demonstrated = 1 point</p> <p><u>Question 4</u></p>	30



Criteria	Point Rated Technical Criteria	Scoring	Max. Score
	<p>experience was acquired (mm/year to mm/year);</p> <p>(ii) Federal institution where the proposed Resource's experience was acquired;</p> <p>(iii) The Role/Title of the proposed Resource in the ATIP Office where the experience was acquired;</p> <p>(iv) Confirm whether the proposed Resource was either a:</p> <p style="margin-left: 20px;">a. Employee/Public Servant (indicate classification and level)</p> <p style="margin-left: 20px;">b. Consultant (identify Contracting entity)</p> <p>(v) The contact information listed below of the manager who was approved deliverables submitted by the proposed Resource</p> <p style="margin-left: 20px;">a. Contact Name:</p> <p style="margin-left: 20px;">b. Title:</p> <p style="margin-left: 20px;">c. Telephone No.:</p> <p style="margin-left: 20px;">d. Email Address:</p> <p>(vi) A brief summary of duties including but not limited to the processing the complaint file within a Federal Government institution (point form and no more than 400 words)</p> <p>(vii) Background summary and description of the reasons for the complaint. (Point form and no more than 100 words per file)</p> <p>(viii) Nature of interaction between the proposed Resource, the Office of Information Commissioner, and with Legal Services if applicable (Point form and no more than 250 words per file)</p> <p>(ix) Role of the proposed Resource for various actions related to the complaint and the associated section of the Access to Information Act. (Point form and no more than 250 words per file)</p> <p>(x) Date (mm/year to mm/year) the proposed Resource was processing the complaint file.</p>	<p>Experience not demonstrated = 0 points</p> <p>Experience involving either section 35 or section 37 demonstrated = 2 points</p> <p>Experience involving both sections 35 and 37 demonstrated = 4 points</p> <p>A maximum of 10 points can be obtained per file.</p> <p>Please note</p> <ul style="list-style-type: none"> • Contractors can submit the same files as part of their responses to M3, and R2. • Contractors will only be permitted to submit a maximum of three (3) files per bid for the proposed Resource. If a Contractor does submit more than three (3) files in a bid, Canada will choose the first three (3) files listed in the bid submission response to R1 to evaluate. 	
Maximum possible score			80
Minimum score required to be compliant (70%)			56

2.3. Phase 3 – Evaluation of Financial Proposal

2.3.1. In Phase 3 of the evaluation process, bids that complete Phase 2 (Evaluation of Point Rated Criteria) will have their financial proposal evaluated against the following requirements:

- a) All-inclusive Daily Fixed Per-Diem Rate for the Proposed Resource – The Bidder must propose an All-inclusive Fixed Per-Diem Rate for the proposed Resource during the initial contract period (using pricing table B-1 in Annex B) and the optional contracts periods (using pricing table B-2 in Annex B).



Should the Bidder’s proposal be ranked in the top 3 following Phase 6, the proposed rate will be used for the possible award of a contract for either Resource A, Resource B or Resource C.

- b) No Advance Payments – As set out in the Payment Article of the Resulting Contract Clauses, prices must be bid on the basis of Canada being invoiced monthly, with all charges being for services rendered in the previous month (i.e., no advance payments for work not yet performed).
- c) All Prices in Canadian Dollars – All prices must be submitted in Canadian dollars. As per Section 3.4.5 of the solicitation, Canada will not offer or consider exchange rate fluctuation risk mitigation for this solicitation. All bids including such provision will render the bid non-responsive.
- d) No Caveats or Conditional Pricing –The per-diem pricing provided in the Bidder’s Financial Proposal, must reflect the daily total, all-inclusive price for all requested services described in the Resulting Contract Clauses, including the Statement of Work. Financial proposals must not include any caveats or conditional pricing. Bidders should raise any questions they have regarding assumptions during the bidding period.
- e) Definition of a Day/Proration –When proposing pricing for the Financial Proposal for the proposed Resource, the Bidder is advised that a day is defined as providing 7.5 hours of service, exclusive of meal breaks. In addition, the Bidder is advised of the following:
 - (i) Canada will not consider any provisions for overtime charges, annual leave, statutory holidays and sick leave.
 - (ii) Should the proposed Resource work more or less than a defined day (7.5 hours of service), the Bidder’s Per Diem will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{Pro rated Per Diem} = \left\{ \frac{\text{Hours worked} \times \text{Applicable firm per diem rate}}{7.5 \text{ hours}} \right\}$$

2.3.2. In order to successfully move to the next step of the evaluation process, the Bidder must meet all mandatory financial proposal requirements. Bids that do not meet all mandatory requirements will be declared non-compliant.

2.4. Phase 4: Calculation of Overall Proposal Scores and Ranking of Bids

2.4.1. Following completion of Phases 1 to 3, Canada will calculate the Overall Proposal Score for each remaining compliant bid, in accordance with the process outlined below.

- a) Step 1 – Calculate the Technical Proposal Score
The Technical Proposal Score for each responsive bid, will be determined as follows:

$$\text{Technical Proposal Score} = \left\{ \frac{\text{Total points obtained in technical evaluation criteria (R1 + R2)}}{\text{Maximum points available in point rated criteria (80pts)}} \right\} \times 70 \text{ points}$$



Table 1 below outlines an example of how Canada will calculate the maximum estimated contract value for each bid submission.

Calculating the Technical Merit Score	Bidder A	Bidder B	Bidder C
Total points obtained in point rated criteria R1	46 Points	35 Points	45 Points
Total points obtained in point rated criteria R2	24 Points	20 Points	20 Points
Subtotal of Point Rated score	70 Points	55 Points	65 Points
Maximum points available for point rated criteria	80 Points		
Technical Proposal Score	$(70/80) \times 70 =$ 61.25	$(55/80) \times 70 =$ 48.13	$(65/80) \times 70 =$ 56.88

Table 1 – Example of calculating the Technical Proposal Score

b) Step 2 – Calculating the Bid Evaluation Price

The Bid Evaluation Price for each responsive bid, will be determined by using:

- (i) the estimated level of effort contained in Section 2.6 – Volumetric data; and
- (ii) the Bidder's proposed All-inclusive Fixed Per-Diem Rate for the proposed Resource in all possible contract periods (including the optional periods).

Table 2 below outlines an example of how Canada will calculate the maximum estimated contract value for Bidder 1.

Calculating the Technical Merit Score for Bidder 1	Estimated Level of Effort Required	Proposed Per-Diem Rate	Total Estimated Cost (CAD)
	A	B	C = A * B
Initial Contract Period	130 Days	\$100.00	\$13,000
Optional Period 1	260 Days	\$105.00	\$27,300
Optional Period 2	260 Days	\$110.00	\$28,600
Optional Period 3	260 Days	\$115.00	\$29,900
Optional Period 4	260 Days	\$120.00	\$31,200
TOTAL BID EVALUATION PRICE			\$130,000

Table 2 – Example of calculating the Total Bid Evaluation Price for Bidder 1

2.4.2. Step 3 – Calculating the Financial Proposal Score

To establish the Financial Proposal Score for each responsive bid, will be determined as follows:

$$\text{Financial Proposal Score} = \left\{ \frac{\text{Lowest Bid Evaluation Price for all compliant Bidders}}{\text{Bidder's own Bid Evaluation Price}} \right\} \times 30 \text{ points}$$



Table 3 below outlines an example of how Canada will calculate the Financial Proposal Score for each bid submission.

Calculating the Pricing Score	Bidder A	Bidder B	Bidder C
Bid Evaluation Price	\$130,000	\$128,000	\$123,000
Lowest Bid Evaluation Price for all compliant Bidders	\$123,000		
Financial Proposal Score	$(\$123,000/\$130,000) \times 30 = 28.38$	$(\$123,000/\$128,000) \times 30 = 28.83$	$(\$123,000/\$123,000) \times 30 = 30.00$

Table 3 – Example of calculating the Technical Merit Score

2.4.3. Step 4 – Calculating the Overall Proposal Score

The Overall Evaluation Score for each responsive bid, will be determined as follows:

$$\text{Overall Proposal Score} = \text{Technical Proposal Score} + \text{Financial Proposal Score}$$

Table 4 below outlines an example of how Canada will calculate the Overall Proposal Score for each bid submission.

Calculating the Overall Evaluation Score	Bidder A	Bidder B	Bidder C
Technical Proposal Score (Out of 70 Points)	61.25	48.13	56.88
Financial Proposal Score (Out of 30 Points)	28.38	28.83	30.00
Overall Proposal Score	89.63	76.96	86.88
Bid Ranking	1st	3rd	2nd

Table 4 – Example of calculating the Overall Evaluation Score

- 2.4.4. Tables 1 to 4 above illustrates an example where all three bids are responsive and the selection of the Contractor is determined by a 70/30 ratio of technical merit and price, respectively. In this example, Bidder A would be deemed the top ranked Bidder, followed by Bidder C (2nd Ranked) and Bidder B (3rd ranked).
- 2.4.5. The top 3 ranked responsive bids with the highest combined rating of technical merit and price will proceed to Phase 5 of the evaluation process. All remaining bids from Phase 4 remain eligible until notified otherwise by the Contracting Authority.
- 2.4.6. In the event any of the top 3 ranked responsive bids be deemed non-compliant in subsequent evaluation phases, Canada may proceed to select the next top ranked Bidder for subsequent evaluation phases.
- 2.4.7. In the event the bid submission with the lowest Bid Evaluation Price is deemed non-compliant in



subsequent evaluation phases, Canada may need to revise its bid ranking (by re-evaluating Step 4) in order to determine the revised ranking and next top ranked Bidder for subsequent evaluation phases.

2.5. Phase 5 – Interview of Proposed Resource

2.5.1. Phase 5 of the evaluation process is an optional evaluation phase in which Canada may elect to virtually interview the proposed Resource for as many as three (3) of the top ranked bids that successfully complete Phase 4 of the evaluation process.

Note to Bidders: Bidders are reminded that as per Section 16, subsection 1 (g) of the Standard Instructions (identified in Section of the solicitation),
“Canada may, but will have no obligation to, “interview, at the sole costs of Bidders, any Bidder and/or any or all of the Resources proposed by Bidders to fulfill the requirement of the bid solicitation.”

2.5.2. Interviews scheduled by Canada and communicated to the Bidder no less than three (3) working days prior to the scheduled interview. Interviews will be scheduled between 9:00 a.m. and 3:00 p.m. Whether or not to schedule any interviews outside of the period identified will be within the sole discretion of Canada.

2.5.3. If an interview of the proposed Resource is deemed required by Canada, the Bidder will be contracted by Canada at least three business days prior to the assigned interview date and time slot for the proposed Resource.

2.5.4. Bidders must confirm receipt and acceptance of the date and time to the Contracting Authority within two (2) working days. Any Bidder who fails to provide confirmation within the specified timeframe will be deemed to have waived the opportunity complete this evaluation activity and will be declared non-compliant.

2.5.5. Each scheduled interview will last no longer than 40 minutes in duration.

2.5.6. The interview will be conducted in the preferred official language of the proposed Resource.

2.5.7. The Bidder will be permitted to have one (1) representative present for the interview.

2.5.8. Subject to illness or unexpected absence, the same evaluators will be present for all the presentations. At least three (3) evaluators will be present for each presentation. The Contracting Authority and/or another representative from TC Contracting Services, will also be present during each presentation.

2.5.9. The interview will be conducted in accordance with the following process outlined below:

- a) The proposed Resource will be required to provide answers to the following five (5) questions:



Question No.	Question for proposed Resource
1	Please describe how you analyzed a complex request and the records that were retrieved, explain what made the file complex and how you prepared the response. (a complex file is defined at 2.2.5)
2	Please describe how you processed a file that required consultations with third parties, including how many parties were consulted and indicating if actions you took were pursuant to sections of the Access to Information Act, naming the section number when applicable.
3	Please describe how you negotiated a complaint file with an investigator at the Office of the Information Commissioner, and how you developed strategies to resolve the complaint.
4	If you have 20 complex files assigned to you from the backlog (all past the legislated deadline), including complaint files, what factors would you consider and what actions would you take to prioritize your work?
5	When you complete your analysis of a file, you submit it to a Team Leader for review, and then if there are no changes, the file will be submitted to a Chief for approval? If your Team Leader returns a file to you for revision but you disagree with the Team Leader's assessment, what do you do?

b) Evaluators present at the interview will rate responses provided by the proposed Resource, in order to determine the proposed Respondent's suitability to complete the Work identified in Annex A. Evaluators will aim to confirm the following for each provided response:

(1) The proposed Resource has solid communication skills that include (but is not limited to):

- (i) Providing responses that are communicated in a clear manner with appropriate language;
- (ii) Providing concise responses that focus on key and essential information; and
- (iii) Providing responses with minimal language, grammar or vocabulary issues.

(2) For any actions described in a response that either aimed to resolve an issue or complete a task:

- (i) Efficiency and Effectiveness was demonstrated in the described actions performed by the proposed Resource;
- (ii) The actions taken by the proposed Resource demonstrated good judgement;
- (iii) The actions taken by the proposed Resource demonstrated good problem solving skills; and
- (iv) The actions taken by the proposed Resource demonstrated awareness and understanding of key legislation, policies and directives.

c) Evaluators will also be provided a copy of the curriculum vitae (CV) for the proposed Resource (submitted in response to M1) which may be considered by the evaluators when evaluating responses.



- d) For each question listed above in sub-section (a), evaluators will allocate a pass or fail mark based on an individual and consensus evaluations.

2.5.10. In order to successfully complete Phase 6 of the evaluation process, the proposed Resource must be assessed by the evaluation team as:

- (i) Scoring a pass mark for all five (5) questions listed in sub-section (a); and
- (ii) Demonstrating in the responses during the interview that they have an ability to communicate effectively orally.

Any bid that does not demonstrate these items to the evaluation team will be declared non-compliant.

2.6. Phase 6 – Customer Reference Check

2.6.1. In Phase 6 of the evaluation process, a Customer Reference Check will be conducted for the provided references for as many as three (3) of the top ranked bids.

2.6.2. Phase 6 of the evaluation process is an optional evaluation phase in which Canada may elect to conduct a Customer Reference Check for as many as three (3) of the top ranked bids that successfully complete Phase 4 of the evaluation process.

2.6.3. The Bidder must provide a customer reference who can confirm the information provided by the Bidder regarding the project and respond to other questions that are relevant to the evaluation of the bid.

2.6.4. The Bidder is solely responsible for ensuring that it provides a contact person who is knowledgeable about the services the Bidder has provided to the customer reference organization and who is willing to act as a customer reference. Crown references will be accepted.

2.6.5. For each proposed Resource, the Bidder must provide two (2) client references presented in the format indicated in Attachment 3.1 – Customer Reference Form. Each client reference must meet the following requirements in order to be considered:

- a) The identified point of contacts (who provide the customer reference on behalf of the customer organization must have directly reviewed the work of the proposed Resource in a position equivalent to a manager (e.g. Deputy Director, Chief, Team Leader) or higher. Canada will not consider any provided customer references where the identified points of contact are do not meet this requirement.
- b) The client reference must include all requested information identified in Attachment 3.1. Canada will not consider any additional information provided by the Bidder.
- c) The client reference for the proposed Resource cannot be for Work provided by the proposed Resource to the Bidder as a customer. Canada will not consider a reference if the customer organization identified in Attachment 3.1 is either:



- (i) Itself;
- (ii) An affiliate; or
- (iii) Other entity that does not deal at arm's length with the Bidder.

2.6.6. The validation of customer references will be conducted in accordance with the following process outlined below:

- a) Canada will select one of the two provided customer references, and will use that selected reference for the purposes of evaluation. This selection will be made on a random basis, such as by drawing numbers from a hat regarding which of references 1 or 2 will be contacted.
- b) Once selected, Canada will set aside the other customer reference entirely (i.e., if the Bidder scores poorly or the contact for the selected customer reference organization does not respond, the Bidder will receive that score, and Canada will not conduct a reference check for a different customer reference).
- c) Canada will conduct reference checks in writing by email (unless the contact person for the reference is only available by telephone). Canada will send all email reference check requests to contacts supplied by the Bidders on the same day using the email address(es) provided in the bid (in the case of any telephone reference checks, Canada will contact the reference as soon as possible after email reference checks have been sent, but it may not occur on the same day).
- d) The selected client references will be contacted to provide answers to the following five (5) questions:

Question No.	Question for Customer Reference	Scoring
1	Overall, were you satisfied with the quality of the work prepared for your review by the Contractor?	Yes= Pass No= Fail
2	When problems were found in the Contractor's work, was the Contractor responsive and timely in resolving the issues?	Yes= Pass No= Fail
3	Did the Contractor take your comments and suggestions into consideration?	Yes= Pass No= Fail
4	Did the Contractor demonstrate the ability to work independently with little guidance and/or monitoring?	Yes= Pass No= Fail
5	Can you confirm that the Contractor processed access to information requests during the time period indicated?	Yes= Pass No= Fail

- e) Given the information that Canada seeks to confirm with a reference is mandatory, Canada will declare the bid non-compliant if the response from the contact person at the reference is not received within five (5) working days of the date that Canada's email was sent (or within five (5) working days of leaving a voicemail message for a telephone reference).



- f) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within five (5) working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer organization, provided they meet the requirements identified in Section 3.5.4 of Attachment 4.1. Bidders will only be provided with this opportunity once, and only if the originally named individual is unavailable to respond (i.e. the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The five (5) working days will not be extended to provide additional time for the new contact to respond.
- g) Canada will not evaluate answers from two different customer reference contacts. Therefore if a reference is provided from both the primary and the back-up contacts respond to Canada, Canada will use the first set of answers received.
- h) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- i) A Bidder will not meet the mandatory requirement if:
 - (i) The customer reference states he or she is unable or unwilling to provide the information requested; or
 - (ii) The customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder or a subcontractor to the Bidder instead of being a customer of the Bidder itself), unless the solicitation provides otherwise.

2.6.7. The Bidder may provide the questions to the customer reference contact person in advance.

2.6.8. In order to successfully move to the next step of the evaluation process, the customer reference for the proposed Resource must provide a response that scores a pass mark for all five (5) questions listed in Section 3.5.6 (c) of Attachment 4.1. Any bid that has a customer reference that does not pass all five (5) questions each question will be declared non-compliant.



ATTACHMENT 5.1 – FEDERAL CONTRACTORS PROGRAM CERTIFICATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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 permanent full-time and/or permanent part-time employees.

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 the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)