



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

HO Bid Receiving:

Atlantic Canada Opportunities Agency
E-mail: ACOA.tenders-soumissions.APECA@canada.ca

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No. - N° de la demande P2100131-2	Amendment No. - N° de modification 1
Solicitation closes - La demande prend fin at - à : 4:00 pm AST-HNA on - le: December 17, 2020	File No. - N° de dossier P2100131

Date of Solicitation - Date de la demande 2020-12-03	
Address inquiries to - Adresser toute demande de renseignements à : Suzanne LeBreton ACOA.tenders-soumissions.APECA@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone 506-851-3145	Facsimile No. N° de télécopieur 506-851-7403
Destination ACOA Head Office 644 Main Street, P.O. Box 6051 Moncton, New Brunswick E1C 9J8	

**Instructions:
Municipal taxes are not applicable.**

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

**Instructions:
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone: Facsimile No. - N° de télécopieur:	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1. Security Requirements

1.1.1 There is no security requirement associated with this bid solicitation.

1.2. Statement of Work

The Work to be performed is detailed under **Annex "A"** - Statement of Work, of the resulting contract clauses.

1.3. Comprehensive Land Claims Agreement(s)

The resulting Contract is not subject to a Comprehensive Land Claims Settlement Area (CLCSA).

1.4. Debriefings

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

1.5. Trade Agreements

The requirement is subject to the provisions of the following Trade Agreements:

- Canada-Korea Free Trade Agreement (CKFTA)
- Canadian Free Trade Agreement (CFTA)
- Canada-Chili Free Trade Agreement (CCFTA)
- Canada-Colombia Free Trade Agreement
- Canada-Peru Free Trade Agreement (CPFTA)

1.6. Accessible Procurement

Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Treasury Board Contracting Policy](#).

PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2. Submission of Bids

Bids must be submitted only to Atlantic Canada Opportunities Agency (ACOA) Bid Receiving Unit by the date, time and place indicated on Page 1 of the bid solicitation.

Bid Receiving Unit email address is: acoa.tenders-soumissions.apeca@canada.ca.

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

2.3. Former Public Servant

Former Public Servant Certification

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

Definitions

For the purposes of this document:

"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..

Section 1 - Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder/Offeror/Supplier a FPS in receipt of a pension?

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, as applicable, for all FPS in receipt of a pension, and proceed to Sections 2 and 3:

Name of Former Public Servant:	Date of Termination of Employment or Retirement From The Public Service:
---------------------------------------	---

By providing information on its status, Bidders/Offerors/Suppliers agree that the successful Bidder/Offeror/ Supplier's, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, will be reported on departmental websites as part of the 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Section 2 - Work Force Reduction Programs

Is the Bidder/Offeror/Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, and proceed to Sections 3:

Name of Former Public Servant:		
Conditions of the Lump Sum Payment Incentive - Copy Attached:		
Date of Termination of Employment:	Amount of Lump Sum Payment:	Rate of Pay on which Lump Sum Payment is Based:
		\$ /Week
Period of Lump Sum Payment:		
Start Date:	Completion Date:	Weeks:
Other Contracts Subject to the Restrictions of a Work Force Reduction Program:		
Contract Number:	Contract Amount (Professional Fees):	
	\$	
	\$	
	\$	
Total:		\$

Section 3 – Certification

This is to certify that the information entered in previous sections is complete and accurate.

Entity Name:	
Signature	Date

2.4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. **Enquiries received after that time may not be addressed prior to the bid closing date.**

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 New Brunswick.

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. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the bidder submit its bid electronically, Canada requests that the Bidder submit its bid in a single transmission.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid (1 soft PDF copy by e-mail)
- Section II: Financial Bid (1 soft PDF copy by e-mail)
- Section III: Certifications (1 soft PDF copy by e-mail)

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Annex “C”** - Electronic Payment Instruments, to identify which ones are accepted.

If **Annex “C”** - Electronic Payment Instruments 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.

3.1.2 Exchange Rate Fluctuation

[C3010T](#) (2014-11-27), Exchange Rate Fluctuation Risk Mitigation.

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

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to **Annex "E"** for details

4.1.1.2 Point Rated Technical Criteria

Refer to **Annex "E"** for details

4.1.2 Mandatory Financial Evaluation Criteria

1. Bidders **MUST** include in their financial bids a completed Basis of Payment in **Annex "B"**.
2. Taxes **MUST** be shown separately.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be considered responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum of **30** points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **55**.
2. Bids not meeting (a), (b), or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

*The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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 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.

5.1.2 Additional Certifications Required with the Bid

SACC Manual clause: [A3025T](#) (2020-05-04) Former Public Servant – Competitive Bid (complete and provide Former Public Servant Certification Form, at page 7-8)

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 provided 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. (Complete and provide **Annex "D"**)

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.

5.2.4 SACC Manual Clauses

SACC Manual Clause: [A3015T](#) (2014-06-26); Certifications - Bid

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from February 1, 2021 to January 31, 2022 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period 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 30 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Suzanne LeBreton
Title: Contracting for Services Officer
Organization: Atlantic Canada Opportunities Agency
Address: 644 Main Street
Moncton, New Brunswick
E1C 9J8

Telephone: 506-851-3145
Facsimile: 506-851-7403
E-mail address: ACOA.Contracting-Marches.APECA@canada.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: (*Insert at contract award*)

Name: _____
Title: _____
Organization: Atlantic Canada Opportunities Agency
Address: 644 Main Street
Moncton, New Brunswick
E1C 9J8
Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative (*Insert at contract award*)

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in **Annex “B”**, for a total cost of \$_____ (*Insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

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.

6.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.7.3 Method of Payment – Monthly Payments

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;
- c. the Work performed has been accepted by Canada

6.7.4 Electronic Payment of Invoices – Contract

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International).

6.8 Invoicing Instructions

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

1. Each invoice must be supported by:
 - a. a copy of the invoices, receipts, vouchers for all direct expenses
 - b. a copy of the usage report.
2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the **Project Authority** identified in section 6.5.2 of the contract.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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, including any individual SACC clauses incorporated by reference in these Articles of Agreement
- b) the General conditions: [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- c) Annex "A", Statement of Work;
- d) Annex "B", Basis of Payment;
- e) the Contractor's bid dated _____ (*insert date of bid at contract award*).

6.12 SACC Manual Clauses

SAAC Reference	Section	Date
G1005C	Insurance - No Specific Requirement	2016-01-28

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

Credit Reporting and Monitoring Services

1.0 Purpose

1.1 Objective:

To provide ACOA with access to credit reporting services and automated monitoring services, on both national and international commercial business databases.

1.2 Background:

A significant portion of ACOA's activities involves providing financial assistance to businesses to help them start up, expand and/or modernize.

ACOA's due diligence process in making loan decisions is consistent with standard practices found in the commercial lending industry and, as a result, requires access to a wide variety of automated credit reporting, investigative and monitoring services.

The Agency currently administers a portfolio of approximately 1,500 to 2,250 commercial accounts and generally does approximately 500 to 1,000 new loans per year. Credit verification is an essential aspect of the Agency's due diligence process as it provides critical information on the business dealings of current and/or potential clients. The monitoring services provide updates of the businesses' credit information on a regular basis and serves as an alert if the company's credit situation deteriorates and necessitates follow-up with the client.

2.0 Requirements:

2.1 Scope of the Work:

To provide ACOA with access to credit reporting services for commercial businesses and individuals on both national and international commercial business databases, and to provide automated monitoring services consisting of updating the business credit reports for ACOA's clients on a monthly basis with the information provided to ACOA on a platform that can be interfaced with its systems.

Credit Reporting Services

The Agency's need for access to a wide variety of credit reporting, investigative and automated monitoring services for a portfolio of approximately 1,500 to 2,250 commercial accounts will require the contractor to provide credit investigation and reporting services, with access on or off-line and available in both English and French, such as:

- Verification of trade references, bank references and other information
- Verification from multiple sources
- Public record searches
- Business principal data
- U.S. credit reports
- International reports

Automated Continuous Monitoring Services

In addition to the above listed services, the Agency will provide to the Contractor, at the beginning of each month, an internally automated generated Report/List with the following information: Client Code, Client Name, Operating Name, First Name, Last Name, Address, City, Province, Postal Code, Telephone Number, Subscriber numbers.

With the Agency supplied information, the contractor will:

- Provide ongoing and continuous automated monitoring services by supplying an automated monthly report, updating information on each matched commercial client in one of the following industry standard formats: XML, SQL Server MDF, DBF, CSV or XLS.
- Submit to the Agency the electronic report (in one of the aforementioned acceptable formats) containing information on negative occurrences and payment trends relating to each specific client for:
 - List of collection claims: date of information, date of collections action, amount of balance, comments;
 - Legal suits: date of information, date of court action, amount, balance, comments;
 - Judgments
 - NSF (returned) cheques including value and date
 - Recent payment history with suppliers showing trends and credit scoring
 - Bankruptcy information: date of information, date of bankruptcy(ies);
 - Other...

Alternative approach - Automated Continuous Monitoring Services

Alternative approaches or services other than exchanging data on a monthly basis as described above may also be considered. Such product offerings should provide automated tools conducive to effective continuous loan portfolio monitoring and risk management by:

- Being accessible online;
- Providing the ability for individual users to track their individual portfolio of accounts; and
- Offering features that provide timely alerts to users of potential changes in risk and areas that may require attention.

2.2 Deliverables and Acceptance Criteria:

2.2	Deliverable	Completion Date
2.2.1	The contractor must provide ACOA with the ability to access commercial and individual credit reporting services for both national and international clients.	Two weeks after contract award
2.2.2	The contractor must provide a monthly electronic report updating the business credit information for ACOA's clients on a platform that can be interfaced with Agency systems	Monthly, the last week of every month by 12:00PM Atlantic Time

2.3 Specifications and Standards (Accessibility Requirements):

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the [Accessible Canada Act](#), its associated regulations and standards, and [Treasury Board Contracting Policy](#).

Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

The reports and any related documents shall be delivered in an electronic format compatible with Microsoft Word or Microsoft Excel, and must meet Accessible format*. Portable Document Format (PDF) or other formats that cannot be manipulated will not be accepted. The deliverables shall be prepared in English.

*Flexibility should be built into the deliverable to allow adaptation or accommodation to be easily integrated for persons with disabilities.

2.4 Language of Work:

Communication with the contractor will be in English. However, the requested services and documentation should be provided in both official languages (French and English).

2.5 Security Requirements:

There is no security requirement for this contract.

2.6 Travel Requirements:

No travel and living arrangements will be paid under this contract.

2.7 Location of Work:

The work will be performed remotely from the contractor's preferred location.

2.8 Support Provided by Canada:

The Agency will provide to the Contractor, at the beginning of each month, an internally automated generated Report/List with the following information: Client Code, Client Name, Operating Name, First Name, Last Name, Address, City, Province, Postal Code, Telephone Number, Subscriber Numbers.

2.9 Timeframe and Delivery Dates:

1. The contractor must provide ACOA with the ability to access commercial and individual credit reporting services for both national and international clients two weeks after the contract is awarded.
2. The contractor must begin providing the monthly monitoring reports, updating the business credit information for ACOA's clients, no later than eight weeks after the contract is awarded.

2.10 Contractor Obligations:

The contractor must provide a toll-free direct-dial customer-service number, and technical support and support for interpretation of reports, by telephone, Monday to Friday (excluding statutory holidays) from 8:00 am to 5:00 pm Atlantic Time.

ANNEX "B"

BASIS OF PAYMENT

You will be paid your costs reasonably and properly incurred for the performance of the work as follows;

Offerors are required to provide a fixed unit price per search for the period as noted below. The fixed unit price per search must include all costs associated with providing these services such as reports and training.

For the Initial Contract Period: From February 1, 2021 to January 31, 2023:

DESCRIPTION	ESTIMATED USAGE	ESTIMATED COST PER REPORT	Unit of issue	ESTIMATED TOTAL
Local Credit Report	800	\$	Per search	\$
U.S. Credit Report*	150	\$	Per search	\$
International Credit Report*	50	\$	Per average unit cost*	\$
Trade References verification	100	\$	Per search	\$
Bank references verification	100	\$	Per search	\$
Full investigation	25	\$	Per search	\$
Business Principal Data Search	1,000	\$	Per average cost**	\$
DESCRIPTION	ESTIMATED USAGE	ESTIMATED COST PER MONTH	UNIT OF ISSUE	ESTIMATED TOTAL
Automated Continuous Monitoring Services (for Canadian Businesses)	12	\$	Per month	\$
Total for Initial Period: From February 1, 2021 to January 31, 2023				\$
Please indicate below the usage cost for the following optional non-mandatory services:				
Public record search	25	\$	Per search	\$
Total for optional non-mandatory services (not considered for evaluation purposes) Initial Period: From February 1, 2021 to January 31, 2023				\$

The sum of all mandatory items and periods will be used for evaluation purposes.

Volume Requirement:

*US = 75% / International = 25%

90% corporate / 10% individual

- supplier to provide a list of costs per country
- supplier to provide a list of costs per hit, no hit or joint file etc.

For Optional Period 1: February 1, 2023 to January 31, 2024

DESCRIPTION	ESTIMATED USAGE	ESTIMATED COST PER REPORT	UNIT OF ISSUE	ESTIMATED TOTAL
Local Credit Report	800	\$	Per search	\$
U.S. Credit Report*	150	\$	Per search	\$
International Credit Report*	50	\$	Per average unit cost*	\$
Trade References verification	100	\$	Per search	\$
Bank references verification	100	\$	Per search	\$
Full investigation	25	\$	Per search	\$
Business Principal Data Search	1,000	\$	Per average cost**	\$
DESCRIPTION	ESTIMATED USAGE	ESTIMATED COST PER MONTH	UNIT OF ISSUE	ESTIMATED TOTAL
Automated Continuous Monitoring Services (for Canadian Businesses)	12	\$	Per search	\$
Total for Optional Period 1: February 1, 2023 to January 31, 2024				\$
Please indicate below the usage cost for the following optional non-mandatory services:				
Public record search	25	\$	Per search	\$
Total for optional non-mandatory services (not considered for evaluation purposes) Optional Period 1: February 1, 2023 to January 31, 2024				\$

The sum of all mandatory items and periods will be used for evaluation purposes.

Volume Requirement:

*US = 75% / International = 25%

90% corporate / 10% individual

- supplier to provide a list of costs per country
- supplier to provide a list of costs per hit, no hit or joint file etc.

For Optional Period 2: February 1, 2024 to January 31, 2025

DESCRIPTION	ESTIMATED USAGE	ESTIMATED COST PER REPORT	UNIT OF ISSUE	ESTIMATED TOTAL
Local Credit Report	800	\$	Per search	\$
U.S. Credit Report*	150	\$	Per search	\$
International Credit Report*	50	\$	Per average unit cost*	\$
Trade References verification	100	\$	Per search	\$
Bank references verification	100	\$	Per search	\$
Full investigation	25	\$	Per search	\$
Business Principal Data Search	1,000	\$	Per average cost**	\$
DESCRIPTION	ESTIMATED USAGE	ESTIMATED COST PER MONTH	UNIT OF ISSUE	ESTIMATED TOTAL
Automated Continuous Monitoring Services (for Canadian Businesses)	12	\$	Per search	\$
Total for Optional Period 2: February 1, 2024 to January 31, 2025				\$
Please indicate below the usage cost for the following optional non-mandatory services:				
Public record search	25	\$	Per search	\$
Total for optional non-mandatory services (not considered for evaluation purposes) Optional Period 2: February 1, 2024 to January 31, 2025				\$

The sum of all mandatory items and periods will be used for evaluation purposes.

Volume Requirement:

*US = 75% / International = 25%

90% corporate / 10% individual

- supplier to provide a list of costs per country
- supplier to provide a list of costs per hit, no hit or joint file etc.

For Optional Period 3: February 1, 2025 to January 31, 2026

DESCRIPTION	ESTIMATED USAGE	ESTIMATED COST PER REPORT	UNIT OF ISSUE	ESTIMATED TOTAL
Local Credit Report	800	\$	Per search	\$
U.S. Credit Report*	150	\$	Per search	\$
International Credit Report*	50	\$	Per average unit cost*	\$
Trade References verification	100	\$	Per search	\$
Bank references verification	100	\$	Per search	\$
Full investigation	25	\$	Per search	\$
Business Principal Data Search	1,000	\$	Per average cost**	\$
DESCRIPTION	ESTIMATED USAGE	ESTIMATED COST PER MONTH	UNIT OF ISSUE	ESTIMATED TOTAL
Automated Continuous Monitoring Services (for Canadian Businesses)	12	\$	Per month	\$
Total for Optional Period 3: February 1, 2025 to January 31, 2026				\$
Please indicate below the usage cost for the following optional non-mandatory services:				
Public record search	25	\$	Per search	\$
Total for optional non-mandatory services (not considered for evaluation purposes) Optional Period 3: February 1, 2025 to January 31, 2026				\$

The sum of all mandatory items and periods will be used for evaluation purposes.

Volume Requirement:

*US = 75% / International = 25%

90% corporate / 10% individual

- o supplier to provide a list of costs per country
- o supplier to provide a list of costs per hit, no hit or joint file etc.

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)

ANNEX “D” to PART 5 OF THE BID SOLICITATION

INTEGRITY PROVISIONS

List of names for integrity verification:

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror’s organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors
- Privately owned corporations must provide a list of the owners’ names
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners
- Suppliers that are a partnership do not need to provide a list of names

Suppliers may use this form to provide the list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: information to submit a bid or offer](#) for additional details.

Supplier information

Supplier’s legal name:
Organizational structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
Supplier’s address:
Supplier’s procurement business number (optional):
Solicitation or transaction number:
Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):

List of names

Name	Title

Declaration

I, (name) _____, (position) _____, of (supplier's name) _____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.

For more information or additional forms concerning Canada's Integrity Regime consult:
<https://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html>.

ANNEX “E” to Part 4 of the Bid Solicitation
TECHNICAL EVALUATION CRITERIA

Title: Credit Reporting and Automated Monitoring Services

Mandatory Evaluation Criteria

1. The Proposals **MUST** meet all of the following mandatory requirements. The Proposals must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.
2. The mandatory evaluation criteria are:

ATTENTION BIDDER: PLEASE INCLUDE THE TABLES BELOW AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL THAT ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

	<u>CRITERIA</u>	Cross Reference to Proposal (page #)	FOR EVALUATION PURPOSES (FOR ACOA USE ONLY)	
			MET/ NOT MET	COMMENTS
M1	The Bidder MUST have a minimum of eight (8) years of experience in providing credit reporting services.			
M2	<p>Within the last eight (8) years, the bidder MUST have undertaken and completed a minimum of three (3) projects* with a government department** or an organization*** consisting of 300 employees or more, in the provision of credit reporting services for <u>commercial businesses</u> and <u>individuals</u> (while acting in accordance with provincial and federal legislation, such as Personal Information Protection and Electronic Documents Act).</p> <p>*Projects must be a minimum of six (6) months long to be considered valid experience. **Government department is defined as any Canadian provincial or federal department or agency. ***Organization is defined as a company, an institution, or an association.</p> <ul style="list-style-type: none"> ▪ Volume/Data requirements: Commercial Business approximately 90%, individuals 10%. <p>Bidders MUST provide, at a minimum, the following details about each project submitted:</p> <ol style="list-style-type: none"> 1. Where (client name, organization name and address); 2. When (start and end dates of the engagement); 3. How (details about the work performed during the engagement) the stated experience was obtained; 4. A reference (including name, organization, phone number) who can attest to the 			

	work/experience claimed.			
M3	<p>The bidder MUST provide a sample (with false profile data) of a credit reporting service report for <u>commercial businesses</u> to demonstrate compliance with M2 (while acting in accordance with provincial and federal legislation, such as Personal Information Protection and Electronic Documents Act).</p> <p>The bidder's sample report must include the following:</p> <ul style="list-style-type: none"> ▪ date of report; ▪ company's name and any known aliases; ▪ company's trade style; ▪ company address and telephone number; ▪ date of last inquiry on file; ▪ banking information: ID number, date of information, narrative; ▪ trades and mortgages: ID number, date of last activity, payment pattern, credit limit/high credit, balance owing, amount past due at time of report, terms of payment including amount and frequency, narrative; ▪ bankruptcy information: date of information, date of bankruptcy(ies), trustee, assets, liabilities, discharges with date; ▪ legal items: date of information, date of court action, court information, plaintiff's name, amount, balance, comments; ▪ collections information: date of information, date of collections action, collection agency information, amount, balance, comments; ▪ inquiries: date, agency; ▪ comments on file. 			
M4	<p>The bidder MUST provide a sample (with false profile data) of a credit reporting service report for <u>individuals</u> to demonstrate compliance with M2 (while acting in accordance with provincial and federal legislation, such as Personal Information Protection and Electronic Documents Act).</p> <p>The bidder's sample report must include the following:</p> <ul style="list-style-type: none"> ▪ date of report; ▪ individual's name and any known aliases; ▪ individual's date of birth; ▪ date of last inquiry on file; ▪ individual's current address and telephone number; ▪ previous addresses on file, reported employment; ▪ file summary (includes: total number of legal items & bankruptcies & collections & collections inquiries, all with date of most current, total available credit to consumer, running credit balance, total past due, total payments, number of accounts, number of accounts with negative rating, number of accounts paid, breakdown of running balances by Instalment, Revolving, Open and 			

	<p>Mortgage, date of oldest account and newest account opened, total number of Registered Items);</p> <ul style="list-style-type: none"> ▪ special messages (i.e. fraud alert, ID mismatch alert); ▪ banking information: ID number, date of information, narrative; ▪ trades and mortgages: ID number, date of information, date of last activity, payment pattern, credit limit/high credit, balance owing, amount past due at time of report, terms of payment including amount and frequency, narrative; ▪ bankruptcy information/consumer proposal: date of information, date of bankruptcy(ies), trustee, assets, liabilities, discharges with date; ▪ legal items: date of information, date of court action, court information, plaintiff's name, amount, balance, comments; ▪ collections information: date of information, date of collections action, collection agency information, amount, balance, comments; ▪ inquiries: date, agency; ▪ comments on file. 			
M5	<p>The bidder MUST have a minimum of eight (8) years of experience in providing automated continuous monitoring services.</p> <p>Within the last eight (8) years, the bidder MUST have undertaken and completed a minimum of two (2) projects* with a government department** or an organization*** consisting of 300 employees or more, in the provision of automated continuous monitoring services (while acting in accordance with provincial and federal legislation, such as Personal Information Protection and Electronic Documents Act).</p> <p>*Projects must be a minimum of six (6) months long to be considered valid experience. **Government department is defined as any Canadian provincial or federal department or agency. ***Organization is defined as a company, an institution, or an association.</p> <p>Bidders MUST provide, at a minimum, the following details about each project submitted:</p> <ol style="list-style-type: none"> 1. Where (company name and address); 2. When (start and end dates of the engagement); 3. How (details about the work performed during the engagement) the stated experience was obtained; 4. A reference (including name, organization, phone number) who can attest to the work/experience claimed. 			

M6	<p>The bidder MUST provide a sample (with false profile data) of an automated continuous monitoring service report to demonstrate compliance with M5 (while acting in accordance with provincial and federal legislation, such as Personal Information Protection and Electronic Documents Act).</p> <p>The bidder's Automated Continuous Monitoring Services report must include the following:</p> <ul style="list-style-type: none"> ▪ date of report; ▪ company's name and any known aliases; ▪ legal items: date of information, date of court action, court information, amount, balance, comments; ▪ collections information: date of information, amount, balance, comments. 			
M7	<p>The bidder MUST be established on a national basis with the capability to provide Canadian, U.S. and international commercial credit reporting services.</p>			
M8	<p>The bidder MUST be able to provide the following access, for standard credit reports on businesses.</p> <ul style="list-style-type: none"> ▪ Online access 7 days per week between the hours of 7:00am to 6:00pm, Atlantic Time ▪ Instantaneous online reports ▪ Has a backup report recovery ▪ system/strategy in place ▪ Has measures in place to protect confidentiality ▪ Direct dial customer service call-site, on or offline support. ▪ Breach Detection mechanisms and client reporting are in place to detect and report potential and actual breaches to ACOA user accounts. <p>In order to demonstrate meeting this criterion the bidder MUST clearly describe how they meet this criterion.</p>			

Point-Rated Evaluation Criteria

1. In addition to meeting all of the mandatory requirements, the proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.
2. When citing past projects as examples, details should include information such as:
 - a. Project descriptions and overview of deliverables;
 - b. Start and end time (month / year) of the project and specify actual time period (months, years) (if applicable) spent on the project;
 - c. Role and responsibilities of your company within the project, including a description of the services provided to the client and type of deliverables; and
 - d. Identify the client organization (provide references). Include the client contact name for which the work was directly performed and contact information. Note that contact information for any reference cited should include contact name, title and current telephone number.
3. Note that in support of paragraphs 2 above, **the evaluation team reserves the right to contact any reference provided.**
4. The point-rated evaluation criteria are:

ATTENTION BIDDER: PLEASE INCLUDE THE TABLE BELOW AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL THAT ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

Point Rated Criteria		Points Breakdown	Max Points	Cross Reference to Proposal Page #
R1	The bidder SHOULD demonstrate a minimum of eight (8) years of experience in providing credit reporting and investigative services on Canadian, and international commercial accounts, including online or offline. (Max - 20 Points)	Experience: 0 - 8 years = 0 points 8 - 10 years = 10 points > 10 years = 20 points	20	
R2	The bidder SHOULD demonstrate a substantive database of clients and credit information on commercial accounts, with the ability to provide automated tools conducive to effective loan portfolio monitoring and risk management. (Max - 20 Points)	Less than 500,000 = 0 points 500,000 to 1,000,000 = 10 points >1,000,000 = 20 points	20	
R3	The bidder SHOULD demonstrate that they offer additional tools, products or services that are conducive to improving portfolio management and sound risk management practices. (Max - 15 Points)	Points will be allocated as follows: 0 - tools, products, or services = 0 points 1 - tools, products, or services = 10 points ≥2 - tools, products, or services = 15 points	15	
Total points:			55	
Minimum Passing Score:			30	

Basis of Selection: Highest Combined Rating of Technical Merit and Price