



Request for Proposal: ISED 198330

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

The Department of Industry (also known as Innovation, Science and Economic Development (ISED) Canada)
Ministère de l'Industrie (également connu sous le nom d'Innovation, Sciences et Développement économique (ISDE) Canada)

Email: nathalie.marcoux@canada.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Innovation, Science and
Economic Development Canada**

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

**Proposition aux: Innovation, Sciences et
Développement économique 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 indiqués(s).

Instructions : See Herein
Instructions: Voir aux présentes

Comments - Commentaires
**This document does not contain a Security
Requirement - Ce document ne contient pas
une exigence de sécurité**

Issuing Office – Bureau de distribution
Innovation, Science and Economic Development
Canada / Innovation, Sciences et Développement
économique Canada
Contracts & Materiel Management / Contrats et
gestion du matériel
235 rue Queen Street
Ottawa, Ontario, K1A 0H5

Title – Sujet TSPS – 3.11 Communications Consultant – Intermediate (Web Content Support)	
Solicitation No. – N° de l'invitation ISED-198330	Date January 29 , 2021
Solicitation Closes – L'invitation prend fin at – 02:00 PM on – February 22, 2021	Time Zone Fuseau horaire Eastern Standard Time (EDT)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: X Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à : Nathalie Marcoux Nathalie.marcoux@canada.ca	
Telephone No. – N° de téléphone : 343-572-8798	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein Précisé dans les présentes	

Delivery required - Livraison exigée	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
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



**TASK AND SOLUTIONS PROFESSIONAL SERVICES
(TSPS)**

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF

**3.11 Communications Consultant –
Intermediate**

**FOR
INNOVATION, SCIENCE AND ECONOMIC DEVELOPMENT
CANADA**

ISED198330

ANY CONTRACT AS A RESULT OF THIS RFP WILL NOT EXCEED THE TBIPS TIER 1
SA DOLLAR VALUE OF \$3.75M INCLUDING APPLICABLE TAXES.



TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION

1. Introduction
2. Summary
3. List of Suppliers
4. Debriefings

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Communication –Solicitation Period
5. Applicable Laws
6. Basis of Canada's Ownership of Intellectual Property

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

1. Certifications and Additional Information Required with the Bid
2. Certifications and Information Required Precedent to Contract Award

PART 6 – RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirements
4. Term of Contract – Period of the Contract
5. Authorities
6. Payment
7. Certifications and Additional Information - Compliance
8. Applicable Laws
9. Priority of Documents
10. Proactive Disclosure of Contracts with Former Public Servants
11. Professional Services
12. Reorganization of Client
13. No Responsibility to Pay for Work not performed due to Closure of Government Offices
14. Time Verification
15. Joint Venture Contractor

List of Appendices:

- Appendix A – Statement of Work
- Appendix B- Basis of Payment

List of Attachments:



Attachment 1 to Part 1 – List of Suppliers
Attachment 2 to Part 1 – List of Suppliers
Attachment 1 to Part 3 – Pricing Schedule
Attachment 1 to Part 4 – Technical Criteria
Attachment 1 to Part 5 – Additional Certifications Required Precedent to Contract Award

Special Note re. Covid-19: This RFP is urgent as it is raised to help with Canada's efforts to address the impacts of COVID-19. As such, Canada requests that bidders review the RFP carefully to ensure their bid meets all the requirements and this will assist Canada to completing evaluations in an efficient manner as possible.

As well, please note that due to the time constraints and the urgency of this requirement, there is a reduced bid period and Canada does not wish to extend the RFP bid period.

Bid solicitation # ISED198330, issued under the framework of the EN578-170432 Supply Arrangement for TASK AND SOLUTIONS PROFESSIONAL SERVICES (TBIPS) for the provision of the following professional services: to undertake analysis of economic recovery efforts at a national and sector level, model scenarios, and provide insights and "big ideas".

PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Suppliers, Pricing Schedule, Technical Criteria, Additional Certifications Precedent to Contract Award and Additional certifications Required with the Bid.

The Annexes include the Statement of Work and Basis of Payment.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1 and Attachment 2 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.



2. Summary

Innovation, Science and Economic Development Canada (ISED) is soliciting bids for the services of a Contractor to undertake analysis of key strategic industrial sectors at a national and international level, model scenarios, and spark “big ideas”, as defined in Appendix “A”, Statement of Work, for a period commencing from date of Contract award to February 21, 2022.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

3. ISED reserves the right to

- a. Further extend the contract after all option periods indicated have exercised .
- b. Hire additional consultants at the same category and level described in this RFP.

4. List of Suppliers

Only suppliers listed on Attachment 2 to Part 1 of the solicitation can submit a proposal. (Suppliers listed in Attachment 2 to Part 1 of this notice should hereby consider themselves invited to bid (there is **no requirement** for the suppliers listed in Attachment 2 to Part 1 to further request to be added to the invited bidders list).

5. 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.



ATTACHMENT 1 TO PART 1 - LIST OF SUPPLIERS

Only selected TBIPS SA Holders currently holding a TBIPS SA under the EN578-170432 series of SAs are invited to compete.

To facilitate the process, Innovation, Science and Economic Development Canada has chosen to attach a copy of the RFP to allow those suppliers who were not formally invited to bid on this requirement to submit a proposal should they wish to do so. Only suppliers listed on Attachment 2 to Part 1 of the solicitation of this notice can submit a proposal. *(Suppliers listed in Attachment 2 to Part 1 of this notice should hereby consider themselves invited to bid. There is **no requirement** for the suppliers listed in Attachment 2 to Part 1 to further request to be added to the invited bidders list).*

SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the E60ZT-16TSSB series as that joint venture at the time of bid closing in order to submit a bid.

The following SA Holders have been initially invited to bid on this requirement:

1. Altis Human Resources (Ottawa) Inc.
2. HCM WORKS INC./ HCM TRAVAIL INC.
3. GROUPE EDGENDA INC.
4. HOK Canada, Inc.
5. InfoCivitas Ltd.
6. Juno Risk Solutions Incorporated
7. The Right Door Consulting & Solutions Inc.
8. Y2 CONSULTING PSYCHOLOGISTS INC. / PSYCHOLOGUES CONSULTANTS Y2 INC.
9. SpaceWerx Corporation
10. Fiscal Realities Economists Ltd.
11. 9228-6905 Québec inc.
12. BDO Canada LLP
13. Cistel Technology Inc.
14. Lansdowne Technologies Inc.
15. Maverin Business Services Inc.



PART 2 – BIDDER INSTRUCTIONS

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](#) (2019-03-04), 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 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: 120 calendar days.

2. Submission of Bids

Bids must be submitted only to Innovation, Science and Economic Development Canada by the date, time and place indicated on page 1 of the bid solicitation.

Electronic proposals must have separate files attached for each section as detailed in Part 3 – Bid Preparation Instructions. The subject line must be in the following format: Subject Line: Proposal for RFP# **ISED198330**. Total email file size cannot exceed 7MB. If passwords are used for these documents, the password must be sent by the date and time indicated on page 1 of the bid solicitation. The instructions may be sent in a separate email and should include as a minimum the password, the solicitation number and the Bidder's information.

Please note: Electronic Proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and the proposal will not be evaluated.

Ensure name, address, Closing Date, and Solicitation Number are clearly identified.

Failure to comply with 2. will be grounds for disqualification and proposal will not be evaluated.

3. Former Public Servant



Request for Proposal: ISED 198330

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 FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

If so, the Bidder must provide the following information for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (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](#).



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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

4. Communication – Solicitation Period

All enquiries must be submitted to the Contracting Authority no later than three (3) 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.

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.

6. Basis for Canada's Ownership of Intellectual Property

Innovation, Science and Economic Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#), where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is to generate knowledge and information for public dissemination.

7. Improvement of Requirement During Solicitation Period



Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications
Section IV:	Additional Information

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

Canada requests that bidders send all their bids electronically.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.
- B.** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial bid, Bidders should review clause 1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 6, Payment, of Part 6 of the bid solicitation.
- D. Electronic Payment of Invoices - Bid**



Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Option 1:

The Bidder accepts to be paid by 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)

Option 2:

- The Bidder does not accept to be paid by Electronic Payment Instruments.

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its quoted all inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

Costs associated with the work to be carried out, as stated in Appendix A – Statement of Work, must be provided as per diem. The Pricing Schedules below identifies the costing components and identifies that the Bidder must provide per diem rates-

The rates included in this pricing schedule includes the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 6 of the bid solicitation.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

PRICING SCHEDULE 1 – PROFESSIONAL FEES					
1	Period 1 – Date of Contract Award – February 21 , 2022				
	Stream and Category	Name of Proposed Resource(s)	All-inclusive fixed Per Diem Rate	Level of effort	Total (CAD)
1a	<i>Bidder Instructions: Insert a row for each proposed resource</i>			240 days	
Pricing Schedule 1 Total PD1 (excluding tax):					\$

PRICING SCHEDULE 2 – PROFESSIONAL FEES					
2	Option Period 1 - February 22, 2022 – February 21 , 2023				
	Stream and Category	Name of Proposed Resource(s)	All-inclusive fixed Per Diem Rate	Level of effort	Total (CAD)
2a	<i>Bidder Instructions: Insert a row for each proposed resource</i>			240 days	
Pricing Schedule 2 Total PD2 (excluding tax):					\$



		PRICING SCHEDULE 3 – PROFESSIONAL FEES			
3	Option Period 2 – February 22, 2023 – February 21, 2024				
	Stream and Category	Name of Proposed Resource(s)	All-inclusive fixed Per Diem Rate	Level of effort	Total (CAD)
3a	<i>Bidder Instructions: Insert a row for each proposed resource</i>			240 days	
Pricing Schedule 3 Total PD3 (excluding tax):					\$

		PRICING SCHEDULE 4 – PROFESSIONAL FEES			
4	Option Period 3 – February 22, 2024 – February 21, 2025				
	Stream and Category	Name of Proposed Resource(s)	All-inclusive fixed Per Diem Rate	Level of effort	Total (CAD)
4a	<i>Bidder Instructions: Insert a row for each proposed resource</i>			240 days	
Pricing Schedule 4 Total PD4 (excluding tax):					\$

Bidder's Total Evaluated Price – Sum of Schedule 1, 2,3 and 4 (excluding taxes):	\$
(EPD = (PD1 + PD2 + PD3 + PD4 ÷ 4)	
Applicable taxes:	\$



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.
Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
 - o Contracts all signed by A;
 - o Contracts all signed by B; or
 - o Contracts all signed by A and B in joint venture, or
 - o Contracts signed by A and contracts signed by A and B in joint venture, or
 - o Contracts signed by B and contracts signed by A and B in joint venture.that show in total 100 billable days.
- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

1.2 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.3 Point Rated Technical Criteria



Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

1.4 Financial Evaluation

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

Mandatory Financial Criteria. Refer to Attachment 1 to Part 4.

2. Basis of Selection – Highest Combined Rating of Technical Merit 80% and Price 20%

2.1 To be declared responsive, a bid must:

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

2.2 Bids not meeting 2.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

2.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 20$. P_i is the evaluated price (P) of each responsive bid (i).

2.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 80$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

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

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

2.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of the technical merit and price, respectively.



Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
Calculations	Technical Merit Score (OSi x 70)	Pricing Score (LP/Pi x 30)	Combined Rating
Bidder 1	120/135 x 80 = 71,11	50/60 x 20 = 16,67	87,78
Bidder 2	98/135 x 80 = 58,07	50/55 x 20 = 18,18	76,25
Bidder 3	82/135 x 80 = 48,59	50/50 x 20 = 20,00	68,55

ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

ISED may terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

Mandatory Technical Criteria (MT)		
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its subcontractors, affiliates and suppliers will be considered.		
Number	Stream 3 – Project Management Services 3.11 – Communications Consultant – Intermediate Mandatory Technical Criteria	Bid Preparation Instructions
MT1	<p>If the proposed resource has been contracted at Innovation Science and Economic Development (formerly Industry Canada) within the last five (5) years, the Bidder must provide the following information for reference checking purposes:</p> <ul style="list-style-type: none"> Innovation, Science and Economic Development (formerly Industry Canada) client/project authority name, telephone number /email <p>NOTE: Failure on the part of the Bidder to provide accurate and current contact information may result in the Bidder's Proposal being deemed non-compliant and being given no further consideration in the evaluation process. The onus is on the Bidder to provide current and accurate client reference information.</p> <p>In the event that the Innovation, Science and Economic Development (formerly Industry Canada) reference check</p>	<p>If the proposed resource has been contracted by Innovation, Science and Economic Development (formerly Industry Canada) within the last five (5) years, provide:</p> <p>Innovation, Science and Economic Development (formerly Industry Canada) client/project authority name, telephone number /email</p> <p>If the proposed resource has NOT been contracted by Innovation, Science and Economic Development (formerly Industry Canada)</p>



	<p>outlines that the proposed resource’s contract was terminated for non-performance, the criterion will be deemed non-compliant and no further consideration will be given to the Bidder’s technical proposal.</p> <p>and</p> <p>In the event that the proposed resource indicates that they were contracted by ISED, the Bidder MUST indicate the resource category for which the proposed resource was contracted under. If the information provided varies from that which is validated by ISED, no further consideration will be given to the Bidder’s technical proposal.</p>	<p>within the last five (5) years, nothing is required for M1.</p>
<p>MT2</p>	<p>The Bidder must provide two (2) client references within the last five (5) years for separate and distinct Government of Canada (GoC) departments and/or agencies and/or crown corporations where the proposed resource in the role of an Intermediate Communications Consultant performed tasks and services similar to that outlined in Annex A – Statement of Work.</p> <p>Notes:</p> <ul style="list-style-type: none"> • In the event that the proposed resource has been contracted to the same GoC organization for the last five (5) year period to the present, then two (2) separate sub-project references will be accepted from the same organization. • Each client reference cited must have a duration greater than six (6) months. <p>Each client reference cited must include the following information:</p> <ul style="list-style-type: none"> • the client organization; • the project name; • contract start and end dates; • level of work effort; • a brief description of the work performed; NOTE: Bidders must include the brief description in the technical grid response or map the description in the proposed resource’s c.v. • the GoC client <ul style="list-style-type: none"> ○ (employee) name, ○ title ○ telephone number and/or email address of the client’s technical/project authority or authorized representative. <p>NOTE: Failure on the part of the Bidder to provide accurate and current contact information may result in the Bidder’s proposal being deemed non-compliant and being given no further consideration in the evaluation process. The onus is on the Bidder to provide current and accurate client reference information.</p>	<p>Provide examples of 2 client references for which the proposed resource performed senior business analyst tasks and services similar to that outlined in Annex A – Statement of Work.</p>



Request for Proposal: ISED 198330

<p>MT3</p>	<p>The proposed resource must have greater than eight (8) years professional work experience within the last twelve (12) years in Web content support projects.</p>	<p>Provide examples of projects for which the proposed resource has professional work experience in Web content support projects.</p> <p>To provide context, Bidders must provide a brief description of the web content performed and outline how the support benefited the project.</p> <p>The sum of all projects cited must exceed eight (8) years within the last twelve (12) years.</p>
<p>MT4</p>	<p>The proposed resource must have greater than six (6) years professional work experience in the following Web Content Support areas:</p> <ul style="list-style-type: none"> a) Creating and maintaining Web content support documentation such as correspondence, user manuals and presentations. b) Creating and producing reports such as progress status reports, content quality reports and content validation reports. <p>Note: Web design and HTML coding experience is not required for this project:</p> <ul style="list-style-type: none"> • Each item cited within a project in the résumé must follow the following format (M4a to M4b). <p>All items must be addressed within a Fifteen (15) year period. Each item cited must have a duration greater than six (6) years.</p>	<p>Provide examples of projects for which the proposed resource has professional work experience in the following Web Content Support areas:</p> <ul style="list-style-type: none"> • Creating and maintaining Web content support documentation • Creating and producing reports <p>To provide context, Bidders must include a description of the project, and how the documentation and reports were created, maintained and/or produced.</p> <p>The sum of all projects cited must be greater than six (6) years.</p>
<p>MT5</p>	<p>The proposed resource must have greater than eight (8) years professional work experience in the following Content Quality Management and Information Management areas:</p> <ul style="list-style-type: none"> a) Verifying links to content b) Researching alternative to broken links and updating as required c) Publishing web content in content management systems. 	<p>Provide examples of projects for which the proposed resource has professional work experience in the following Content Quality Management and Information Management areas:</p> <ul style="list-style-type: none"> • Verifying links to content • Researching alternative to



	<p>Note: Web design and HTML coding experience is not required for this project.</p> <ul style="list-style-type: none"> Each item cited within a project in the résumé must follow the following format (M4a to M4b). <p>All items must be addressed within a fifteen (15) year period. Each item cited must have a duration greater than eight (8) years.</p>	<p>broken links and updating as required</p> <ul style="list-style-type: none"> Publishing web content in content management systems. <p>To provide context, Bidders must provide a brief description on how links were verified to content, researched for alternatives and updated according to content.</p> <p>The sum of all projects cited must exceed eight (8) years within the last twelve (12) years.</p>
--	---	--

FLEXIBLE GRID EVALUATION CRITERIA

TSPS Category: 3.11 Communications Consultant – Intermediate ISED Category:

In order to qualify for the rating process, proposals **MUST** respond to the following flexible grid criteria IN THE ORDER SHOWN. Any proposal which fails to achieve an overall minimum pass mark of 100 points will be eliminated from further consideration.

INSTRUCTIONS

Bidders **MUST** respond to the following Flex Grid evaluation criteria IN THE ORDER SHOWN. Any proposal which fails to meet all the minimum pass mark of the Flex Grid criteria will be eliminated from further consideration and will be deemed **NON-COMPLIANT**. Only information cited in the Flex Grid technical grid response will be evaluated.

For **EDUCATIONAL QUALIFICATIONS (FG1)** and **PROFESSIONAL CERTIFICATIONS (FG2)**, the instructions in each of the criteria must be followed.

For **PROFESSIONAL WORK EXPERIENCE (FG3)**, the instructions below must be followed.

- Bidders **MUST** provide **ONLY** the following information in their technical grid response to the Flex Grid resource criteria listed below. Failure to follow the instructions will render the proposal **NON-COMPLIANT**.
 - Project #
 - Client Organization/Project Name
 - Duration (month/year to month/year)
 - Total level of work effort (# years/# months)
 - Bidders **MUST** account for all overlapping projects and ensure that the level of work effort is accurate.

NOTE:



- For evaluation purposes, the Flex Grid criteria number **(FG3) MUST** be mapped to the specific corresponding line items **(not at the summary level)** within the cited projects of the proposed resource's résumé or the proposal will be deemed **NON-COMPLIANT**.

Criteria #	Stream 3 – Project Management Services 3.11 – Communications Consultant – Intermediate Flex Grid Criteria	Required Supporting Information	Max Points
FG1	<p>Level of Education attained from an accredited institution.</p> <ul style="list-style-type: none"> College or CEGEP Diploma/ Certificate = 25 points University (PhD, Graduate, Undergraduate degree) = 35 points 	Bidders must include a copy of the diploma or degree in their proposal.	35 points
FG2	<p>Certification - The proposed resource must possess a certification in content/quality management or a similar discipline from a recognized educational institution.</p>	Bidders must include a copy of the certification in their proposal.	15 points
FG3	<p>Professional Work Experience - Demonstrated professional work experience as an Intermediate Communications Consultant as per the TSPS SA resource category description and experience requirements.</p> <p> ≥10 years = 60 points ≥8 years and <10 years = 50 points ≥6 years and <8 years = 35 points ≥4 years and <6 years = 25 points ≥2 years and <4 years = 20 points ≥1 year and <2 years = 10 points </p> <p>Provide examples of projects for which the proposed resource has professional work experience as a Communications Consultant.</p>	Provide examples of projects for which the proposed resource has professional work experience as a Intermediate Communications Consultant.	60 points
<p>TSPS Intermediate minimum pass mark required Flex Grid Sub-total</p>		<p>= 70 points = 110 points</p>	



Point Rated Technical Criteria

Bids will be evaluated and scored as specified in the tables inserted below.

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

Criteria #	<p align="center">Stream 3 – Project Management Services 3.11 – Communications Consultant – Intermediate</p> <p align="center">Point Rated Technical Criteria (RT) and Scores</p>	Maximum Number of Points
RT1	<p>Demonstrated professional work experience writing Web content in plain language. The Bidder is to provide in five (5) pages or less, three (3) samples of written Web content in plain language produced.</p> <p>3 samples = 30 points 2 samples = 20 points 1 sample = 10 points</p> <p>Note: The product’s structure, writing style, grammar and organization of content will be examined and evaluated.</p> <p>Provide in five (5) pages or less, three (3) samples of written Web content in plain language produced.</p>	30
RT2	<p>Demonstrated professional work experience working with:</p> <p>a) Continuous quality improvement b) large Web content collections and/or data sets containing a minimum of one thousand (1,000) records.</p> <p>4 projects = 20 points 3 projects = 15 points 2 projects = 10 points 1 project = 5 points</p> <p>Note: Each project cited must have a duration of greater than six (6) months.</p> <p>Provide examples of projects for which the proposed resource demonstrated professional work experience working with continuous quality improvement and large Web content collections and/or data sets containing a minimum of one thousand (1,000) records.</p> <p>To provide context, Bidders must include a description of the processes involved in continuous quality improvement, and briefly describe the type of web content and data sets worked with.</p>	20



<p>RT3</p>	<p>Demonstrated professional work experience researching, analysing and applying/tagging metadata elements from taxonomies such as, but not limited to, the North American Industry Classification System (NAICS), National Occupational Classification (NOC), and the Standard Geographical Classification (SGC).</p> <p>>9 years = 25 points >8 years up to 9 years =20 points >7 years up to 8 years = 15 points >6 years up to 7 years = 10 points >5 years up to 6 years = 5 points ≤5 years = 0 points</p> <p>Note:</p> <ul style="list-style-type: none"> • Each project cited must be greater than six (6) months. • Web design and HTML coding experience is not required for this project. <p>Provide examples of projects for which the proposed resource demonstrated professional work experience researching, analysing and applying/tagging metadata elements from taxonomies such as, but not limited to, the North American Industry Classification System (NAICS), National Occupational Classification (NOC), and the Standard Geographical Classification (SGC).</p> <p>To provide context, Bidders must include a description of the processes involved in researching, analysing and applying/tagging metadata elements from taxonomies. In addition, the bidder must include the type of metadata elements used and how it applies to the projects objective.</p>	<p>25</p>
<p>RT4</p>	<p>Demonstrated professional work experience managing information in accordance with the Government of Canada Information Management and Privacy Policy.</p> <p>>9 years = 20 points >8 years up to 9 years = 16 points >7 years up to 8 years = 12points >6 years up to 7 years = 8 points >5 years up to 6 years = 4 points ≤5 years = 0 points</p> <p>Note: The project cited must be greater than six (6) months.</p> <p>Provide examples of projects for which the proposed resource demonstrated professional work experience managing information in accordance with the Government of Canada Information Management and Privacy Policy.</p> <p>To provide context, Bidders must include a description of how the information was managed and briefly describe the processes involved.</p>	<p>20</p>
<p style="text-align: right;">Pass Mark 80%</p> <p>Point Rated Resource Requirements Total</p>		<p>= 76 points = 95 points</p>



Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive. Each criteria should be addressed separately.

Mandatory Financial Criteria (MF)		
Number	Mandatory Financial Criteria	Bid Preparation Instructions
MF1	The total bid price in the financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods, which must not to exceed \$432,000.00 excluding taxes. Provide full cost breakdown as per Annex B – Basis of Payment and Attachment 3.1 – Pricing Schedule.	



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.

1. Certifications and Additional Information Required with the Bid

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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

2. Certifications and Information Required Precedent to Contract Award

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

2.1 Integrity Provisions – Required Documentation

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

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](#) 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.

2.3 Additional Certifications Required Precedent to Contract Award

The required additional certifications to provide are included in Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award.



**ATTACHMENT 1 TO PART 5 - ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO
CONTRACT AWARD**

1. 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.

2. Education and Experience

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

By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that ISED reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which ISED deems appropriate.

Date: _____

Signature: _____

Title: _____
(Title of duly authorized representative of business)

Name of Business: _____



PART 6 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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.

2.1 General Conditions

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

Section 08 – Replacement of Specific Individuals, of [2035](#) (2018-06-21) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - 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, if applicable.Any assessment of the information provided will occur as per 2 (b) below.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
 - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
4. 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.



5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Section 17 - Interest on Overdue Accounts, of [2035](#) (2018-06-21) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to **Section 30 - Termination for Convenience**, of [2035](#) (2018-06-21) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract.
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

3. Security Requirement

The Consultant will need to hold a Reliability Clearance.

4. Term of Contract - Period of the Contract

The period of the Contract is from date of Contract to February 21, 2022 inclusive.

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 options years 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 fifteen (15) 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.

4.2 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nathalie Marcoux
Title: Senior Contracts and Procurement Advisor
Telephone: 343-572-8798
Email: Nathalie.marcoux@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.

5.2 Project Authority

(to be completed at contract award)

The Project Authority for the Contract is:

Name:
Title:
Branch:
Telephone:
Email:

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.

5.3 Contractor's Representative

(to be completed at contract award)

Name:
Title:
Telephone:
Email:

6. Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the terms of payment, in Appendix B. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7. Certifications and Additional Information - 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.



8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *(to be completed at contract award)*.

9. 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](#) (2018-06-21), General Conditions - Higher Complexity - Services;
- c) Appendix A, Statement of Work;
- d) Appendix B, Basis of Payment;
- e) the Contractor's bid dated *(to be completed at contract award)*.

10. 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

11. Professional Services

- a. The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense

12. Reorganization of Client

The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

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



- a. 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.
- b. 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.

14. 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.

15. Joint Venture Contractor *(to be completed at contract award, if applicable)*

The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: (list all the joint venture members named in the Contractor's bid). With respect to the relationship among the members of the joint venture Contractor, each member agree, represents and warrants (as applicable) that:

- a. _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the contract.
- b. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor.
- c. All payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The Contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the General Conditions.



APPENDIX A - STATEMENT OF WORK

1.0 MANDATE

Innovation, Science and Economic Development Canada (ISED), formerly Industry Canada, works with Canadians in all areas of the economy and in all parts of the country to improve conditions for investment, enhance Canada's innovation performance, increase Canada's share of global trade and build a fair, efficient and competitive marketplace.

This includes managing Canada's airwaves and overseeing its bankruptcy, incorporation, intellectual property and measurement systems; providing financing and industry research tools to help businesses develop, import and export; encouraging scientific research; and protecting and promoting the interests of Canadian consumers.

2.0 ORGANIZATION

Launched in 2006, BizPaL is an online service that simplifies the business permit, licence and other compliance regulation processes for entrepreneurs, governments and third-party business service providers. The BizPaL service is a unique multi-jurisdictional partnership involving all three levels of government (federal, provincial/territorial municipal) in the delivery of shared services to business. This partnership operates under a shared governance and costing model with a collaborative decision making process.

ISED is the steward of the BizPaL service and provides leadership on behalf of the Government of Canada through the National BizPaL Office (NBO) who is responsible for managing the partnership's governance structure, in addition to being the centre of expertise and development for BizPaL federal content. The BizPaL content is also integrated in each partner's provincial websites and over 1,066 municipalities and 4 First Nations, making it available to 79% of the Canadian population.

BizPaL's continued success is contingent on active and sustained participation from the three levels of government that form the BizPaL partnership. In support of BizPaL's continuous improvement, the BizPaL Steering Committee (SC) membership requires ongoing third-party expert advice to inform decision-making on a strategic renewal and planning for the enhancement and evolution of the BizPaL service.

2.1 PROGRAM OVERVIEW

The BizPaL approach is to benefit from participating governments and leverage the partnership's business model and infrastructure to deliver innovative services to business. The approach must be scalable so that it can be applied across multiple levels of governments, allowing them to deliver a service that tackles the complexity of the various regulatory requirements and jurisdictional differences that SMEs need to navigate.

BizPaL is a recognized model for the type of collaborative and client-centred program simplification that is being embraced across government to position Canadian SMEs for success as part of the Inclusive Innovation Agenda. Specifically, BizPaL demonstrates how various levels of government can work together to align complementary programs and streamline requirements, as much as possible to support SME competitiveness. Of note, in FY 2016-2017, BizPaL implemented a performance measurement framework. The following is an overview of the results for 2019 period since the last period in 2018:

- Businesses searched for permits and licenses 80,750 times; **14% increase.**
- Over 575,542 page views of BizPaL content; **12.9% increase.**



- 52,310 referrals from other government websites from April 1st until September 30th, 2019; **60% increase.**
- 857 forms for permits and licenses have been moved online; **6% increase.**
- Each business saves an average of 2.25 hours and over \$50 using BizPaL; Canadian Businesses **saved over \$8,060,000.**
 - This is equivalent to about **\$22.95 saved for every government \$1.00 invested.**

3.0 OBJECTIVES/REQUIREMENTS

The BizPaL partnership is supported by formal agreements that describe the roles and responsibilities of the various stakeholders. These agreements highlight that the National BizPaL Office (NBO) must provide centralized support functions to the partnership network to ensure accountability for the quality of information, sustainability of the service, and ongoing co-operation in the delivery and expansion of the service. The Department of Innovation Science and Economic Development (ISED) requires the services of a Communications Consultant to coordinate and respond to web content support enquiries raised by BizPaL partners and provide web content support to the BizPaL partnership.

4.0 SCOPE OF WORK / KEY ACTIVITIES

The role of the Communications Consultant for BizPaL Web Content Support is to provide essential web content support to the participating BizPaL partners and the NBO, including its extended project team. This role encompasses many different activities and responsibilities. The Communications Consultant will be required to coordinate and respond to web content support enquiries raised by BizPaL partners and provide web content support to the BizPaL partnership as per pre-defined workflow processes such as, but not limited to, the following:

Update BizPaL content:

- Assist with researching and fixing broken links
- Assist with writing/editing web content
- Assist with research, analysis and tagging of web content

Note: Web design and HTML coding experience is not required for this project.

Audit the BizPaL content collection for web content quality:

- Currency
- Accuracy
- Consistency

Upon request by the BizPaL partnership, the Consultant will be asked to provide web content support as required to the NBO project team as well as lead and participate in other web content activities supporting partners. The Consultant will liaise with Provincial/Territorial jurisdictions. The Consultant may also liaise with Municipal jurisdictions directly where requested by their Provincial/Territorial jurisdiction. Tasks must be completed in accordance with established and evolving operational policies and procedures and within expected timeframes assigned by the project manager. The detailed tasks are outlined in tables below in the Project Details section 6.0. They have been categorized by the following groups:

1. Content Quality Management and Information Management
2. Web Content Support
3. Reporting

The Consultant is required to have the following skill set / experience:



- Plain language writing and editing skills in English and French
- Experience with web publishing
- Experience with researching on the web
- Experience with web content management systems
- Experience coordinating and communicating with multiple stakeholders
- Familiarity with taxonomies, metadata, classification standards/systems such as, but not limited to, North American Industry Classification System (NAICS), National Occupational Classification (NOC), and the Standard Geographical Classification (SGC)

5.0 DELIVERABLES

The Consultant will be required to perform the various duties in accordance with Government of Canada (GOC), departmental and BizPaL Initiative provincial, territorial and municipal operational policies and standards where applicable. These include, but are not limited to, such policies as the GOC Information Management (IM) Policy, Official Languages, the departmental Business Classification System Policy and other NBO specific policies and procedures.

The Consultant may be required, but is not limited, to provide the following deliverables:

1. Mandatory reports (such as, but not limited to, progress status reports, content quality reports and content validation reports), adhering to the prescribed report schedules (bi-monthly, monthly, quarterly and annually)
2. Web content support documentation (such as, but not limited to, correspondence, user manuals and presentations) is filed and stored in accordance with GOC and IC IM policy.

Other than pre-established reporting schedules, work deadlines will be driven by the operational policy relating to the WCSC function and by the project manager.

Deliverables are to be provided in electronic format and in the appropriate Microsoft Office format – Microsoft Word, Microsoft Excel, Microsoft PowerPoint or Microsoft Project.

6.0 PROJECT DETAILS

The resource will be expected, but is not limited to, performing the tasks below on an on-going basis:

6.1 Content Quality Management And Information Management:

(Note: Web design and HTML coding experience is not required for this project)

- a. Assist in verifying links to content, researching alternatives to broken links and updating as required.
- b. Assist in other content quality management and content clean-up activities such as, but not limited to:
 - i. Quality assurance (QA) of content
 - ii. Removing duplicate content;
 - iii. Updating content;
 - iv. Researching, analysing and applying/tagging metadata elements;
 - v. Writing/editing content;
 - vi. Correcting spelling errors;
 - vii. Assessing current metadata structures;
 - viii. Inspecting information assets exported into Microsoft Excel ;
 - ix. Testing BizPaL search results using a variety of simulated client-centric business scenarios as required;
 - x. Analysing existing BizPaL information assets and researching opportunities for improvement and growth;



- xi. Contributing creative and forward-thinking solutions to web content support problems; and
- xii. Proposing new information management models based on continuous evaluation of current BizPaL practices
- c. Assist in the management of BizPaL web content support documentation throughout the life-cycle of the information, performing such tasks as developing, maintaining, filing and archiving project documentation on multiple BizPaL communication tools available in multiple formats. Web content support documentation includes, but is not limited to the following:
 - i. Correspondence;
 - ii. User manuals;
 - iii. Status reports; and
 - iv. Presentations.

6.2 Web Content Support:

(Note: Web design and HTML coding experience is not required for this project)

- a. Draft and disseminate communication on web content support issues, status of corrective measures, and resolution of problems.
- b. Attend BizPaL operational committee meetings and present important issues regarding the Web Content Support service as required.
- c. Collaborate with the Content Quality Task Force to provide analysis and solutions to the Task Force to assist in determining approaches for issues resolution.
- d. Develop necessary materials required to execute web content support sessions to partners as required.
- e. Provide support to partners on web content methods, techniques and best practices.
- f. Update existing support documentation and wiki articles as required.
- g. Coordinate French translation of approved web content support-material.
- h. Publish finalized web content support material in both official languages to partner extranet and wiki space and store copies on the departmental shared drive.

6.3 Reporting:

- a. Assist the NBO project team in drafting, modifying and coordinating translation of approved quarterly and ad hoc web content support reports as required as per pre-defined workflow process.

6.4 Constraints

The Consultant will be given the necessary standard set of equipment and tools defined by the department as well as access to additional open-source Web-based tools, office suites and software required to perform this function successfully. These include, but are not limited to, the following:

Tool Type	Tools
Standard Office Suite	Internet Explorer, Microsoft Office, Microsoft Outlook
Open Source Web-based	BizPaL Wiki
Licensed Software	ProcessWire CMS, Planio

6.5 Work Location

The Consultant will be required to work on-site at 235 Queen Street, Ottawa, Ontario. An office will be provided, in a shared accommodation space reserved for consultants



6.6 Travel

There will be no travel requirement for the consultant to complete the work under this project.

7.0 PERIOD OF CONTRACT

Initial Contract Period: One (1) year from date of contract award

Option Period 1: additional one (1) year from end of initial contract period.

Option Period 2: additional one (1) year from end of initial contract period.

Option Period 3: additional one (1) year from end of initial contract period.

7.1 ISED reserves the right to:

- a. Further extend the contract after all option periods indicated have exercised .
- b. Hire additional consultants at the same category and level described in this RFP.

8.0 MANAGEMENT OF THE PROJECT

This resource reports to the ISED National BizPaL Office (NBO) with input from members of the BizPaL partnership.

9.0 OFFICIAL LANGUAGE

The Department has an obligation to respect the spirit and the letter of the Official Languages Act. It is therefore, imperative that the bidder's proposed resource(s) are fluent in both official languages (English and French) in order to communicate verbally and in writing in the preferred official language.

The work under this contract will be conducted in both official languages as required. Deliverables will be submitted in English. IC will be responsible for translation if required.

Therefore, both members of the Bidder's proposed project team must be able to work in both official languages (English and French).

10.0 SECURITY REQUIREMENTS

The consultant will require a "Reliability" clearance for the duration of the contract.

11.0 OWNERSHIP OF INTELLECTUAL PROPERTY

Intellectual Property does not apply to this project.



APPENDIX B - BASIS OF PAYMENT

1. Basis of Payment

Her Majesty the Queen in Right of Canada agrees to pay the Contractor a sum not to exceed \$ *(to be provided at contract award)*, plus applicable taxes, for the work performed as described in the attached Statement of Work (Appendix A).

1.1 Pre-Authorized Travel and Living Expenses:

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

1.2 Initial Contract Period *(to be provided at contract award)*

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Total Estimated Cost - Contract Period (excluding applicable taxes): \$

1.3 Option Period One *[to be provided at time of Contract award]*

During the option period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.4 Option Period Two *(to be provided at contract award)*

During the option period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.5 Definition of a Day/Proration

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

2. Limitation of Expenditures

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:



- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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.

3. Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- 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.

3.1 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department
[C0705C](#) (2010-01-11), Discretionary Audit

3.2 Electronic Payment of Invoices – Contract *(to be provided at contract award)*

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

- 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).

4. Invoicing Instructions

The invoices shall be sent to address indicated above. Each invoice should include the contract number, the Contractor's name, address, tax registration number(s) (if applicable), and a description of the work performed, including the number of days worked when the per diem rates are applicable, during the period covered by the invoice. The applicable tax(es) shall be submitted as a separate amount(s) on the invoice.

All of the above will be to the satisfaction of the Project Authority.