Request for Proposal: ISED- 200372

# 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@ised-isde.gc.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 cijointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(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

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Title – Sujet	
TBIPS – A.17 WEBMASTER – SENIOR	
Solicitation No. – N° de l'invitation	Date
ISED-200372-001	September 20, 2021
Solicitation Closes – L'invitation prend fin	Time Zone
Constitution Gloses E invitation prena im	Fuseau horaire
at - 02:00 PM	
on – October 18 , 2021	Eastern Daylight Time
OII - October 10, 2021	(EDT)
F.O.B F.A.B.	
Tiols. Tipis.	
Plant-Usine: Destination: X Other-Autre:	
Address Inquiries to : - Adresser toutes question	ns à:
-	
Nathalie Marcoux	
Nathalie.marcoux@canada.ca	
- 1 1 NO 1 (()()	
Telephone No. – N° de téléphone :	
242 552 0500	
343-572-8798	
Destination – of Goods, Services, and Construct	
Destination – des biens, services et construction	1:
Can Harain	
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-BASED INFORMATICS PROFESSIONAL **SERVICES (TBIPS)**

# **REQUEST FOR PROPOSAL (RFP)**

# FOR THE PROVISION OF

# A.17 WEBMASTER Senior (Level 3)

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

ISED-200372

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

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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 # ISED-200372, 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 November 1, 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

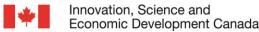
- Further extend the contract after all option periods indicated have exercised.
- b. Hire additional consultants at the same category and level described in this RFP.

#### 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 EN578-170432 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. TAG HR The Associates Group Inc.
- 2. Cofomo Inc.
- 3. ARTEMP PERSONNEL SERVICES INC
- 4. The AIM Group Inc.
- 5. Calian Ltd.
- 6. Modis Canada
- 7. CAE Inc.
- 8. Maplesoft Consulting Inc.
- 9. Promaxis Systems Inc.
- 10. S.I. SYSTEMS ULC
- 11. Veritaaq Technology House Inc.
- 12. TEKSYSTEMS CANADA CORP./SOCIÉTÉ TEKSYSTEMS CANADA
- 13. Lumina IT inc.
- 14. IBISKA Telecom Inc.
- 15. Coradix technology Consulting Ltd.
- 16. ALTRUISTIC INFORMATICS CONSULTING INC.
- 17. IT/Net Ottawa Inc.
- 18. Lansdowne Technologies Inc.
- 19. Maplesoft Consulting Inc, Momentum Technologies inc., Raymond Chabot Grant Thornton S.E.N.C.R.L., IN JOINT VENTURE
- 20. Real Decoy 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-andquidelines/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:

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# ISED-200372. 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**

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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 <u>Public Service Superannuation Act</u> (<u>PSSA</u>), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, <u>the Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 (	( )	١

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 <a href="Contracting Policy Notice: 2012-2">Contracting Policy Notice: 2012-2</a> and the Guidelines on the Proactive Disclosure of Contracts.

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# **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?

100 ( ) 110 (	Yes	(	)	No	(	)
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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

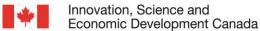
Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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 sent 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

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# 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.

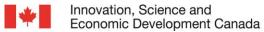
### **Section III: Certifications**

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 Awa	ard – October 1 <sup>st</sup>	, 2022		
	Stream and Category	Name of Proposed Resource(s)	All-inclusive fixed Per Diem Rate	Level of effort	Total (CAD)		
1a	Bidder Instructions: Insert a row for each proposed resource			240 days			
	Pricing	Schedule 1 Total P		\$			

			PRIC	CING SCHEDULE 2	- PROFESSIONAL	. FEES
2			Option Perio	od 1 - October 2, 20	22 - October 1st,	2023
	Stream and Category		of Proposed ource(s)	All-inclusive fixed Per Diem Rate	Level of effort	Total (CAD)
2a	Bidder Instructions: Insert a row for each proposed resource				240 days	
	Pricing Schedule 2 Total PD2 (excluding tax):				\$	

			PRICI	NG SCHEDULE 3	– PROFESSIONAL	. FEES
3			Option Period	d 2 – October 2, 20	23 - October 1. 20	24
	Stream and Category		of Proposed esource(s)	All-inclusive fixed Per Diem Rate	Level of effort	Total (CAD)
3a	Bidder Instructions: Insert a row for each proposed resource				240 days	
	Pricing Schedule 3 Total PD3 (excluding tax):					\$

	PRICING SCHEDULE 4 - PROFESSIONAL FEES						
4		Option Perio	d 3 - October 2, 202	24 - October 1, 20	)25		
	Stream and Category	Name of Proposed Resource(s)	Level of effort	Total (CAD)			
4a	Bidder Instructions: Insert a row for each proposed resource			240 days			
	Pricing	Schedule 4 Total PI		\$			

	PRICING SCHEDULE 4 - PROFESSIONAL FEES					
5			Option Period	d 4 – October 2, 202	25 – October 1, 20	)26
	Stream and Name of Proposed A Category Resource(s)			All-inclusive fixed Per Diem Rate	Level of effort	Total (CAD)
4a	Bidder Instructions: Insert a row for each proposed resource				240 days	
	Pricing Schedule 4 Total PD4 (excluding tax):					\$



Bidder's Total Evaluated Price – Sum of Schedule 1, 2,3, 4 and 5 (excluding taxes):	4
( <b>EPD =</b> (PD1 + PD2 + PD3 + PD4 + PD5 )	Ψ
Applicable taxes:	\$

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.

### 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 webmaster administrator 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 submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.
  Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
- Contracts all signed by A:
- Contracts all signed by B; or
- 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
- 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): PSi = LP / Pi x 20. Pi is the evaluated price (P) of each responsive bid (i).
- A technical merit score (TMS), determined as follows, will be allocated to each responsive bid 2.4 (i):TMSi = OSi x 80. OSi 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: CRi = PSi + TMSi.
- 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	OS1: 120/135	OS2: 98/135	OS3: 82/135				
Criteria							
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	<b>LP</b> 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.

Mandator	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.							
	A.17 – WEBMASTER – SENIOR							
Number	Mandatani Tashnisal Cuitania	Bid Preparation Instructions						
	Mandatory Technical Criteria							
MT1	If the proposed resource has been contracted at Innovation Science	If the proposed resource has						
	and Economic Development Canada (formerly Industry Canada) within the last five (5) years, the Bidder must provide the following	been contracted by Innovation, Science and Economic						
	information for reference checking purposes:	Development Canada (Industry						
	Innovation, Science and Economic Development Canada (Industry Canada) client/project authority name;	Canada) within the last five (5) years, provide:						
	Telephone number/email.							
	Letter count that the leavestier Oriens and Francis	Innovation, Science and						
	In the event that the Innovation, Science and Economic	Economic Development Canada's client/project authority						
	Development Canada (ISED) reference check outlines that the proposed resource's contract was terminated for non-performance	name:						
	<b>or</b> the information provided in the Bid is found to be false through	Telephone number/email.						
	the reference check the criterion will be deemed non-compliant and	·						
	no further consideration will be given to the Bidder's technical	If the proposed resource has						
	proposal;	NOT been contracted by						
	and	Innovation, Science and						
	In the event that the proposed resource indicates that they were contracted by ISED, the Bidder <u>MUST</u> indicate the resource	Economic Development Canada (Industry Canada) within the last						
	category for which the proposed resource was contracted under. If	five (5) years, nothing is required						
	the information provided varies from that which is validated by	for M1.						

	ISED, no further consideration will be given to the Bidder's technical proposal.			
	<b>Note:</b> 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.			
MT2	The Bidder <u>must</u> provide two (2) client references for separate Government of Canada (GoC) department/agency/crown corporation or provincial government where the proposed resource was contracted as an Information Specialist within the last five (5) years. Notes:			
	<ul> <li>In the event that the proposed resource has been continuously contracted to the same government organization for the last five (5) years to the present, then two (2) separate sub-project references will be accepted.</li> <li>Each client reference cited must have a level of work effort greater than (&gt;) six (6) months.</li> </ul>			
	<ul> <li>Each client reference cited <u>must</u> include the following information:</li> <li>the client organization;</li> <li>the project name;</li> <li>the exact contract start and end dates;</li> <li>level of work effort;</li> </ul>			
	<ul> <li>a brief description of the work performed;</li> <li>NOTE: Bidders must include the brief description in the technical grid response or map the description in the proposed resource's c.v.</li> </ul>			
	<ul> <li>the GoC client:         <ul> <li>(employee) name;</li> <li>title;</li> </ul> </li> <li>Telephone number and/or email address of the client's technical/project authority.</li> </ul>			
	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.			
MT3	The proposed resource <u>must</u> have greater than ten (10) year professional work experience within the last fifteen (15) years working as a Webmaster (Website Administrator) providing support in areas of content management while dealing with multiple clients.	Provide examples of projects for which the proposed resource has professional experience working as a Webmaster Administrator providing support		
	NOTE: The bidder <u>must</u> demonstrate in their proposal that the proposed resource possess the qualifications specified in the TBIPS SA and SOW by:  • Providing a detailed résumé stating the proposed	in areas of content management while dealing with multiple clients.		
	individual's work experience and other relevant details.	The sum of all the examples must exceed ten (10) year.		

	Clearly indicate that the individual meets the minimum years of related experience as outlined in the TBIPS Stream A.17 WEBMASTER- Level 3.	
MT4	<ul> <li>The Bidder must demonstrate that the proposed resource has a minimum of three (3) years' experience in each of the following activities:</li> <li>a) Respond to internal and external users/clients inquiries to troubleshoot and perform root cause analysis investigation and reporting technical issues to non-technical management.</li> <li>b) Configuring and using ticketing applications, such as Planio, for tracking and driving tickets to resolution with technical staff.</li> <li>c) Developing and maintaining operational procedures for partner support and end user use*.</li> <li>d) Maintaining internal and external Web sites, using custom or open source content management systems to create, publish, modify, and archive content.</li> </ul>	Provide examples of projects for which the proposed resource has professional work experience in each of the activities listed in M4a to M4e.
	<ul> <li>e) Conducting partner support user-satisfaction surveys to provide recommendations based on user feedback and analysis of problem trends.</li> <li>Notes:</li> <li>Each bullet must be cited within a project in the résumé and follow the format (M4a to M4e).</li> <li>The sum of each bullet cited must be equal to or greater than three (3) years.</li> </ul>	
MT5	The Bidder <u>must</u> demonstrate that the proposed resource has a minimum of three (3) years experience using Web utilization <u>and</u> performance metrics applications* to conduct the following activities:  a) The configuration of advanced segments b) User account set-up c) Account maintenance* d) The mining of Web metrics data to respond to application or Web site utilization enquiries. e) The mining of Web metrics data to provide performance reports for managers and senior executives.  Notes:  • Each bullet <u>must</u> be cited within a project in the résumé <u>and</u> follow the format (M5a to M5e).  • The sum of each bullet cited <u>must</u> be equal to or greater than three (3) years.	Provide examples of projects for which the proposed resource has professional work experience in each of the activities listed in M5a to M5e.

	Add definition for advanced segments and performance scripts     Web utilization and performance metrics applications*:     i.e WebTrends, Google Analytics and external monitoring service.	
MT6	Account mintenance*: i.e Password management  As per Part 5 – Certifications, Section 5.2 – Additional Certifications Precedent to Contract Award, Sub-Section b. Certification of Language. The proposed resource must be highly proficient in Canada's official languages (French/English). Notes: Highly proficient is defined as the following:  Orally able to satisfy most working requirements with language that is acceptable and effective.  Able to read and understand general factual prose as well as discussions on concrete topics related to IM/IT technical related material.  Ability to write with precision and in detail about most common topics i.e. emails/ correspondence/ documentation.	An interview in French and English may be conducted to verify that the proposed resource demonstrates a high proficiency in Canada's official languages.  The Bidder must provide at least one (1) client reference to confirm the proficiency requested.  Provide examples for which the proposed resource demonstrated experience providing support in areas of problem management in English and French in a bilingual client services working environment.

# **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 #	A. 17 WEBMASTER - SENIOR  Point Rated Technical Criteria (RT) and Scores	Maximum Number of Points
	The Bidder should demonstrate that the proposed resource has professional work experience providing support to more than one type of clients and/or governments such as crown corporations, agencies, federal, provincial, territorial, municipal, indigenous andfirst nations.  Provide examples of projects for which the proposed resource demonstrated professional work experience providing support to more than one type of clients and/or governments such as crown corporations, agencies, federal, provincial, territorial, municipal, indigenous and first nations.	15
	>40 months = 15 points	

	>36 months up to 40 months = 12 points	
	>30 months up to 36 months = 9 points	
	>24 months up to 30 months = 6 points =24 months = 3 points	
	-24 months = 6 points	
	The Bidder should demonstrate that the proposed resource has professional work experience providing training to project team staff <b>and</b> end users <b>and</b> delivering presentations to management.	10
RT2	Provide examples of projects for which the proposed resource demonstrated professional work experience providing training to project team staff <u>and</u> end users <u>and</u> delivering presentations to management.	
	>50 months = 10 points >40 months up to 46 months = 8 points >36 months up to 40 months = 6 points >30 months up to 36 months = 4 points >24 months up to 30 months = 2 points	
	The Bidder should demonstrate that the proposed resource has professional work experience using advanced spreadsheet functions such as pivot tables, text, data functions and formulas (I.e VLOOKUP)	5
RT3	Provide examples of project(s) for which the proposed resource demonstrated professional work experience using advanced spreadsheet functions such as pivot tables, text, data functions and formulas (I.e VLOOKUP)	
	Bidder should demonstrate that the proposed resource has professional work experience identifying <b>and</b> fixing broken links after broken links reports are completed.	5
RT4	Provide examples of projects for which the proposed resource demonstrated professional work experience running link-checking reports <b>and</b> fixing broken links after reports are completed.	
	>12 months = 5 points <12 months = 0 points	
	The Bidder should demonstrate that the proposed resource has professional work experience managing information <u>and</u> applying standards for Information Management and Privacy Policy.	5
RT5	Provide examples of projects for which the proposed resource demonstrated professional work experience managing information <u>and</u> applying standards for Information Management and Privacy Policy.	

	>24 months = 5 points >21 months up to 24 months = 4 points >18 months up to 21 months = 3 points >15 months up to 18 months = 2 points >12 months up to 15 months = 1 point <12 months = 0 points	
	The Bidder should demonstrate that the proposed resource has professional work experience notifying <u>and</u> responding to requests related to planned <u>and</u> unplanned service interruptions.	10
RT6	Provide examples of projects for which the proposed resource demonstrated professional work experience notifying <u>and</u> responding to requests related to planned <u>and</u> unplanned service interruptions.  >56 months = 10 points	
	>50 months up to 56 months = 8 points >46 months up to 50 months = 6 points >40 months up to 46 months = 4 points >36 months up to 40 months = 2 points	
	The Bidder should demonstrate that the proposed resource has professional work experience producing <u>and/or</u> analyzing reports to satisfy content <u>and/or</u> data quality management requirements.	5
RT7	Provide examples of projects for which the proposed resource demonstrated professional work experience producing <b>and</b> analyzing reports to satisfy content quality management requirements.	
	>12 months = 5 points <12 months = 0 points	
	Point Rated Resource Requirements Total	MIN: 45 MAX: 55

# **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 \$780, 000.00 excluding taxes.	

#### 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.tpsqc-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/ciif/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-socialdevelopment/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.

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# 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 /standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 2.1 **General Conditions**

2035 (2020-05-28), 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 (2020-05-28) 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 (2020-05-28) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to Section 30 - Termination for Convenience, of 2035 (2020-05-28) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 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 Clerance.

### 4. Term of Contract - Period of the Contract

The period of the Contract is from date of Contract to October 1, 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.

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#### 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 (2020-05-28), 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

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- 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 awa	ard, if applicable)
comp With	orised of the following members:	e of the joint venture is(list all the joint venture members na g the members of the joint venture (le) that:	amed in the Contractor's bid).
a.		een appointed as the "representativ y to act as agent for each member r	
b.	the contract.  By giving notice to the represer	ntative member, Canada will be con	sidered to have given notice to

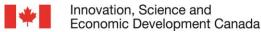
c. All payments made by Canada to the representative member will act as a release by all the members.

all the members of the joint venture Contractor.

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 BACKGROUND

Below is a high-level summary of the Initiative and a brief overview of the Technical Overview of the BizPaL System.

#### 1.1 General Overview of BizPaL Initiative

Canadian businesses have repeatedly indicated that the complexity and burden of government regulation negatively impacts their bottom line. Doing business with government is not a straightforward task and businesses find themselves spending too much time complying with government regulations.

To this end, the BizPaL Initiative was created to significantly improve the experience of businesses dealing with multiple governments and to serve as a model for similar collaborative efforts between governments in the future.

BizPaL is an online tool which provides business clients with a customized, integrated list of permits, licences, and other permission-based requirements to start or grow a business in Canada. The service provided integrates permit and licence information from all levels of government and makes it readily accessible to clients for their individual needs using multiple access points: no "wrong door."

BizPaL's success is contingent on the active and sustained participation of the three levels of government that form the BizPaL partnership. In support of BizPaL's continuous improvement, the BizPaL Steering Committee (SC) requires ongoing, third-party expert advice to inform decision-making on the strategic planning and delivery of BizPaL service enhancements and to support operations across the partnership. 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 procurement of professional services to supply the consultant necessary to help fulfill the content quality obligation and to meet the aforementioned objectives must be performed and managed by ISED as per the Intergovernmental Letter of Agreement (ILA).

### 1.2 Technical Overview of BizPaL System

The BizPaL Technical Platform consists of several elements including:

# 1.3 Data Administration Module

Business permits and licences information is entered into the central BizPaL database via the administration module. The tool also allows partners to enter new and modify/update existing information as required. To facilitate the search and retrieval of permits and licences, partners can also apply the appropriate Meta Data using the same application. A permissions based user account system allows for partners to assume direct control over and responsibility for their own information.

# 1.4 Business Client Experience

BizPaL has been designed to deliver information through the web sites of all participating jurisdictions, rather than through one central portal. Once the relevant permit and licence data is collected from all the active partner jurisdictions and stored in the central database, the permit and licence information a particular client requires may be retrieved from the database and presented to the client on any web asset offering the BizPaL service (i.e. bizpal.ca, provincial, territorial and municipal web sites, and the like.) Clients are able to use the service through a variety of access points, each including its own branding and visual identity; thereby, reinforcing to end-users that all of the participating jurisdictions have been integral in developing the BizPaL service.

The delivery of BizPaL is contingent on a Web Services model which allows diverse organizations to exchange information over the Internet using industry standard technology. In the case of BizPaL, allows partners and other data consumers to display the information on their respective web assets.

#### 1.5 Partner Extranet

A web site used to share information across the partnership.

#### 1.6 BizPaL Internet Site

A web site used to provide the public with information about BizPaL.

### 1.7 BizPaL Ticket Tracking System

A system used to log, track and report on client and partner requests.

# 1.8 Google Analytics

BizPaL uses Google Analytics to measure, collect, analyse and report on internet data for purposes of understanding and optimizing the BizPaL client experience.

#### 2.0 OBJECTIVES

To meet the strategic requirement for the BizPaL partnership's content quality, the NBO within the Innovator's Experience Branch (IxB) requires the services of a Webmaster Administrator to provide essential Information Technology (IT) and Information Management (IM) support to the participating BizPaL partners and the National BizPaL Office (NBO).

# 3.0 SCOPE OF WORK

3.1 The role of the BizPal Webmaster Administrator / Partner Support Administrator (PSA) is to provide essential support to the hundreds of participating BizPaL partners and the NBO, including its extended project team. This role encompasses many different activities and responsibilities. As the BizPaL PSA, the resource will be required to coordinate and respond to problems and enquiries raised by the partners and the end-users of BizPaL. As the single point-of-contact, the PSA will provide end-to-end service, logging, tracking, resolving and reporting help desk trouble tickets and other service requests. Although the tickets or information requests may need to be referred or escalated to other specialized NBO staff for resolution, the PSA will be responsible for monitoring the progress and eventual closure of all tickets coming through the single point-of-contact.

In conjunction with the Webmaster Administrator services, the resource will also be asked to provide administrative and technical support as required to the NBO project team as well as lead and participate in other activities supporting partners. The detailed tasks are outlined in tables below in the Project Details section. They have been categorized by the following groups:

- Webmaster Administrator and Service Request Support
- Training
- Partner Self-Service Promotion
- **End-user Account Management**
- External Monitoring of BizPaL Performance and Utilization
- BizPaL Testing
- Content Quality Management and Information Management
- Web Publishing
- Analysis & Reporting

### 3.2 Deliverables

The PSA will also be required to perform the various duties in accordance with Government of Canada (GOC), departmental and BizPaL Initiative operational policies and standards. These include such policies as the GOC Information Management (IM) Policy, Official Languages, the departmental Business Classification System Policy, BizPaL Partner Support Administration Service Level Standards and other NBO specific policies and procedures.

The expected deliverables are as follows:

- 1. Partner support enquiries have been responded to and managed in accordance with the established NBO service level standards;
- 2. Work is completed in accordance with established and evolving operational policies and procedures and within expected timeframes assigned by the project manager;
- 3. Mandatory reports have been produced, adhering to the prescribed report schedules (bi-monthly, monthly, quarterly & annually)
- 4. BizPaL documentation 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 PSA function and by the project manager. There will be no travel requirement for the consultant to complete the work of the PSA.

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

#### **4.0 PROJECT DETAILS**

The PSA will be required to work on-site at 235 Queen Street. An office will be provided, in a shared accommodation space reserved for consultants. The expectation is that the consultant will work 40 hours per week, beginning at 8:30 AM Eastern Standard Time (EST) to perform the following tasks on an on-going basis:

# Table 1. Webmaster Administrator and Service Request Support

# General Responsibilities

- Act as the first point of contact for BizPaL partner and business client support enquiries following established procedures (i.e. recording, assigning, escalating tracking, responding and closing partner requests)
- 2. Resolve issues and assign more complex problems to appropriate team members, tracking the resolution of issues in accordance with the Service Level Standards defined by the NBO
- 3. Monitor emails sent to support@bizpal.ca and bizpal-perle@ic.gc.ca and either respond directly to the partner or client, or redirect elsewhere within NBO as required
- 4. Maintain and update configurations to ticket system implemented to track requests, enquiries and problems
- 5. Draft and disseminate communication on root cause of incidents, status of corrective measures, and resolution of problems impacting all partners
- 6. Assist partners or their web developers to setup and test the BizPaL client application on partner websites and troubleshoot problems with existing code on those sites
- 7. Attend BizPaL operational committee meetings and present important issues regarding the Partner Support Service as required

### **Table 2. Training**

# General Responsibilities

- Develop necessary training materials required to execute formal training sessions to partners
- 2. Provide training and partner support on various components/modules of the BizPaL system, including but not limited to:

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- a. BizPaL Client Interface
- b. Data Administration Module
- c. Google Analytics
- d. Partner Extranet
- e. BizPaL Internet Site
- BizPaL Ticket Tracking System
- Update existing training documentation and wiki articles to reflect modifications to the system
- Coordinate language translation
- 5. Publish finalized training material in both official languages to partner extranets and wiki space and store copies on the departmental shared drive

# **Table 3. Partner Self-Service Promotion**

# General Responsibilities

- 1. Conduct analysis of enquiries to determine potential Wiki articles or continuous improvement recommendations promoting self-service by the BizPaL partners
- 2. Maintain BizPaL Support Wiki as required (i.e., new articles, update existing articles, user access etc.)

# **Table 4. End-user Account Management**

# General Responsibilities

- 1. Perform administration services such as creating, changing and deleting end-user accounts profiles for several tools and applications utilised to support the partnership network. These include but are not limited to the following:
  - a. BizPaL Administration Module
  - b. Partner Web Site
  - c. BizPaL Wiki
  - d. External monitoring service
  - e. Google Analytics
  - BizPaL Ticket Tracking System
- Troubleshoot various problems reported by partners relating to end-user account profiles

# Table 5. External Monitoring of BizPaL Performance and Utilization

# General Responsibilities

- Monitor email alerts from external monitoring services indicating a problem with the BizPaL administration module, client application or Canada Business site and investigate any alerts received
- Configure and modify BizPaL application performance profiles on external monitoring services
- Track and investigate external monitoring services notifications indicating performance issues with the BizPaL service
- 4. Aggregate and analyze raw data to create performance charts included in the quarterly "Partner Support Administration and System Availability Report"
- 5. Configure and modify BizPaL accounts, monitoring profiles and content segments in Google Analytics for partners
- Provide advice to partners on the set-up and use of Google Analytics

# Table 6. BizPaL Testing

# General Responsibilities

- 1. Conduct user acceptance testing (UAT) of hot fixes, bugs, enhancements and other continuous improvement adjustments using multiple browsers following test plan instructions
- Report testing anomalies to the identified ISED personnel

### **Table 7. Content Quality Management and Information Management**

# **General Responsibilities**

- Run script for broken links report to validate hypertext links in the BizPaL database
- Communicate availability of broken links report to partnership network
- 3. Publish the broken links report to the BizPaL Partner Web site
- Verify links to federal content and partners' sites weekly, research alternatives to broken links and update as required
- 5. Assist partners in other content quality management and data clean-up activities (i.e. removing duplicate records, updating records, application of Meta Data elements, reporting and analysis of broken link reports etc.)
- 6. Assist in the management of BizPaL documentation throughout the life-cycle of the information, performing such tasks as developing, maintaining, filing and archiving project documentation on multiple BizPaL communications tools available in multiple formats. Documentation includes, but is not limited to the following:
  - a. Correspondence;
  - b. Training manuals;
  - c. Performance and status reports;
  - d. Project schedules; and
  - e. Presentations.

# Table 8. Web Publishing

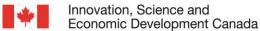
### General Responsibilities

- Add or update links to partners' client application pages as required on the BizPaL Initiative and the IC departmental sites
- Publish content developed by the NBO marketing team on the BizPaL Initiative and the IC departmental sites
- 3. Act as point of contact with the departmental Chief Informatics Office (CIO) regarding updates and information about modifications to the departmental CMS application
- 4. Post documents supporting the BizPaL governance on the Partner Extranet
- Publish reports and monthly participation progress reports to the Partner Extranet

# Table 9. Analysis & Reporting

### General Responsibilities

- 1. Analyse raw data from various sources to complete quarterly reports on the utilization of the BizPaL Partner Support Service and a brief overview of the performance of the service, in accordance with the Service Level Standards.
- 2. Update database of participating partners and extract the necessary reporting information as required for the growth progress chart provided to the BizPaL governance on a monthly basis
- 3. Conduct Partner Satisfaction Survey, analyse the feedback and synthesize the results to be added to the annual performance report
- Draft, modify and coordinate translation of approved quarterly performance reports
- 5. Provide weekly report of the status of outstanding tickets open in the system to the project manager



Produce ad-hoc reports and conduct analysis on those reports using Microsoft Excel functions including, but not limited to VLOOKUP and pivot tables, to satisfy requests from partners and the project manager

The PSA 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 & MS Office
Open Source Web-based	BizPaL Wiki, CamStudio, VirtualDub, Integrity, Xenu
	& Link Sleuth
	external monitoring services, Camtasia, CMS
	(powering the BizPaL Partner Extranet, BizPaL.ca &
	Canada Business administration modules) Microsoft
	Office & Microsoft Outlook & Ticket Tracking
	System

# **5.0 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 option period 1.

Option Period 3: additional one (1) year from end of option period 2.

Option Period 4: additional one (1) year from end of option period 3.

### 5.1 ISED reserves the right to:

b. Further extend the contract after all option periods indicated have exercised. Hire additional consultants at the same category and level described in this RFP. 6.0 WORK LOCATION

Due to COVID-19, a laptop will be provided to enable the Webmaster Administrator to work from home until further notice. When it is safe to return to the office, the consultant will work in the allotted workspaces at CD Howe Building in ISED located at 235 Queen street, Ottawa, Ontario.

# 7.0 SECURITY

The consultant will need to hold a valid Reliabilty security clearance.

Security clauses SRCL# 6The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)The contractor/offeror personnel requiring access to protected information, assets or sensitive work site(s) must each hold a valid reliability status, granted or approved by the CSP, PWGSCThe contractor/offeror must not remove any protected information or assets from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restrictionSubcontracts which contain security requirements are not to be awarded without the prior written permission of the CSP, PWGSCThe contractor/offeror must comply with the provisions of the: Security Requirements Check List and security guide (if applicable), attached at Annex C. Contract Security Manual (latest edition)

### **8.0 INTELLECTUAL PROPERTY:**

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Innovation, Science and Economic Development Canada has determined that any intellectual property arising from the performance of the work under the resulting contract will belong to Canada, for the following reasons, as set out in the Copyright Policy. Intellectual property resulting from Crown contracts: When the contract entered into with the State or the deliverables under it are primarily aimed at obtaining knowledge and information that will be disseminated to the public.

# **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.

### 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 Option Period Three (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.

# 1.6 Option Period Four (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.

# 1.7 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.

### APPENDIX C - SECURITY REQUIREMENTS CHECK LIST

# Common Centralized Professional Services: Security Requirement Checklists (SRCLs).

There are 39 common SRCLs as a result of a uniform national approach for the procurement of professional services. In the past, each professional services method of supply (MoS) had to develop their individual generic SRCLs. 39 common SRCLs have been developed and are to be used for all professional services MoS that have been harmonized.

For any questions, or to enquire if the 39 SRCLs can be used against specific MoS, please contact the appropriate MoS Standing Offer / Supply Arrangement Authority by accessing the Contact Acquisitions page.

The 39 Common Centralized Professional Services (PS) SRCLs can be found at the following link:

https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html

Common PS SRCL #6 applies, see attachment.