



Request for Proposal: ISED 200796

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

Attention: Martine Bray

Email: mc-procurement-mc-marchespublics@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 à: Innovation, Sciences et
Développement économique Canada**
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée au(x) prix indiqué(s).

Comments – Commentaires
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Contracts & Materiel Management / Contrats et gestion du matériel

235 rue Queen Street
Ottawa, Ontario, K1A 0H5

Title - Sujet Review of Measurement Canada (MC) Fleet Management Strategy	
Solicitation No. - N° de l'invitation ISED - 200796	Date January 11 th 2022
Solicitation Closes - L'invitation prend fin At / à : 02:00 PM / 14 h 00 on: January 28, 2022 le : 28 janvier 2022	Time Zone - Fuseau horaire Eastern Standard Time
F.O.B. - F.A.B. Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Inquiries to : Adresser toutes questions à: Martine Bray Martine.bray@ised-isde.gc.ca	
Telephone No. - N° de téléphone 343-572-0187	
Destination – of Goods, Services, and Construction: See Herein Destination - des biens, services et construction: Précisé dans les présentes	
Instructions: See Herein Instructions: Voir aux présentes	
Delivery required - Livraison exigée See Herein Voir aux présentes	Delivered Offered - Livraison proposée
Name and title of person authorized to sign on behalf of Vendor/ firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____ Signature	_____ Date



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

**REQUEST FOR PROPOSAL
(RFP)**

**FOR THE PROVISION OF

A BUSINESS ANALYST,
A BUSINESS PROCESS CONSULTANT AND
A FACILITATOR CONSULTANT**

AT

**INNOVATION, SCIENCE AND
ECONOMIC DEVELOPMENT CANADA**

ISED – 200796

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



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TITLE

Bid solicitation # ISED 200796, issued under the framework of the E60ZT-18TSPS Supply Arrangement for task-based professional services, for the provision of the following professional services: a Business Analyst, a Business Process Consultant and a Facilitator Consultant (Stream 2.1, stream 2.5 and Stream 2.15)

PART 1 – GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 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, 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 2 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.

1.2 Summary

Innovation, Science and Economic Development Canada (ISED) is soliciting bids for the services of a **Business Analyst, a Business Process Consultant and a Facilitator Consultant to Review of Measurement Canada (MC) Fleet Management Strategy**, as defined in Annex “A”, Statement of Work. The period of this contract will be from date of Contract award to March 31, 2022.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA); Canada-Chile Free Trade Agreement (CCFTA); Canada-Columbia Free Trade Agreement;



Canada-Honduras Free Trade Agreement; Canada-Korea Free Trade Agreement; Canada-Panama Free Trade Agreement.

1.3 List of Suppliers

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 1 to Part 1 to further request to be added to the invited bidders list).

1.4 Debriefings

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

1.5 Conflict of Interest – Unfair Advantage

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.

The experience acquired by a Bidder who is providing or has previously provided the goods and/or services described in the bid solicitation (or similar goods and/or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest or unfair advantage exists.



ATTACHMENT 1 TO PART 1, LIST OF SUPPLIERS

Only TSPS SA Holders currently holding a TSPS SA under the E60ZT-18TSPS 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. Suppliers listed in Attachment 2 to Part 1 of this notice should hereby consider themselves invited to bid. There is **no requirement** for the suppliers listed in Attachment 2 to Part 1 to further request to be added to the invited bidders list.

SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the E60ZT-18TSPS 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:

Stream 2: Business Consulting/Change Management Stream

Category: Business Analyst (senior)

Category: Business Process Consultant (senior)

Category: Facilitator Consultant (senior)

1. BDO Canada LLP
2. BMT CANADA LTD.
3. Isheva Inc., Ranakan Inc. in JOINT VENTURE
4. Juno Risk Solutions Incorporated
5. Le Groupe Conseil Bronson Consulting Group
6. Maplesoft Consulting Inc.
7. Modis Canada Inc
8. Otus Strategic Financial Business Planning Group
9. QA CONSULTANTS INC.
10. Sia Partners Inc. / Sia Partenaires Inc.
11. SoftSim Technologies Inc.
12. T.I.7 Inc.
13. TECSIS Corporation
14. Thomas&Schmidt Inc.
15. WSP Canada Inc.



PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

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

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

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

Delete: 60 days
Insert: 120 calendar days.

2.2 Submission of Bids

Bids must be submitted only to Innovation, Science and Economic Development (ISED) 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 200796**. Total email file size cannot exceed 20MB.

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.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the



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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**



If so, the Bidder must provide the following information:

- a. name of former public servant;
2. conditions of the lump sum payment incentive;
3. date of termination of employment;
4. amount of lump sum payment;
5. rate of pay on which lump sum payment is based;
6. period of lump sum payment including start date, end date and number of weeks;
7. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Inquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 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 favors a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10) days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



2.7 Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

2.8 Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by Canada;
- g. negotiate with the sole responsive Bidder to ensure best value to Canada;
- h. accept, or waive, a non-material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder's proposal provided there is no change in the price quoted;
- i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j. retain all proposals submitted in response to this bid solicitation.

2.9 Bid Challenge and Recourse Mechanisms

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



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that 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.

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 rate FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C. When preparing their financial bid, Bidders should review Attachment 1 to Part 3 - Pricing schedule and the Annex B – Basis of payment of the bid solicitation.
- D. Electronic Payment of Invoices - Bid

Canada requests that bidders:

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



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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 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;

3.2 Accessibility Standards

In accordance with the [Treasury Board Contracting Policy](#) and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- (i) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.



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 for each of the periods specified below its quoted all-inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates included in this pricing schedule includes the total estimated cost of any travel and living expenses that may need to be incurred inside the National Capital Region (NCR) defined in the National Capital Act (R.S.C., 1985, c. N-4), available on the Justice Website (<https://laws-lois.justice.gc.ca/eng/acts/n-4/>).

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	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total (CAD)
		A	B	C = A x B
1	Period 1 – Date of Contract Award – May 31, 2022			
1a	Business Analyst (senior)		90 days	
1b	Business Process Consultant (senior)		90 days	
1c	Facilitator Consultant (senior)		90 days	
	Total Period 1 (excluding tax) :			
	GST			
	HST			
	PST			
	Total			

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours.}$$

- 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.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.1.1 Technical Evaluation

4.1.1.1. Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or



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- 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.

4.1.1.2. Mandatory Technical Criteria

Refer to Attachment 1 to Part 4 - TSPS Flexible grid
Refer to Attachment 2 to Part 4 - Technical criteria

4.1.1.3. Point Rated Technical Criteria

Refer to Attachment 2 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 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.

4.1 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum of **91 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **130 points**.
1. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
 2. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** for the technical merit and **30%** for the price.
 3. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70%**.
 4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30%**.
 5. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 6. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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

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

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



ATTACHMENT 1 to PART 4, TSPS FLEXIBLE GRID

The flexible grid indicates the minimum level of points required to qualify for each Level of Expertise. Various amounts of points are given for relevant education, professional certification and relevant experience. The flexible grid must be used for all categories under these streams unless otherwise specified.

How to use the Flexible Grid: Points will be allocated to each consultant proposed by the bidder for the education, the certification and the experience. The total of points will determine if the consultant is considered as a junior, intermediate or senior.

The client will specify what level of expertise (junior, intermediate or senior) is needed for their requirement and the bidder will have to propose a consultant meeting the minimum of points required to obtain that level. The bidder can propose a consultant with a higher level of expertise, but the per diem rate of the level of expertise required by the client will apply.

The client will have the responsibility to assess if the education, certification and experience are related to the category.

In preparing their response, Bidders are encouraged to consult the TSPS Annex A: Streams and Categories website at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/aact-tbps-anna-eng.html>



Flex Grid Evaluation			
CONTRACTOR'S NAME:			
Category:	2.1 Business Analyst		
Minimum Mandatory Education, Certification and Experience Requirements:	Relevant Education:		
Levels of Expertise	-University (PhD, Graduate, Undergraduate, degree): 35 pts		
Senior: Minimum 100 pts	-College or CEGEP diploma/certificate: 25 pts		
Intermediate: Minimum 80 pts	Professional Certification		
Junior: Minimum 65 pts	-Relevant Professional Certification: 15 pts		
	Relevant Experience:		
	≥1 yr and <2 yrs: 12-23 months - 15 pts		
	≥2 yrs and <4 yrs: 24-47 months - 20 pts		
	≥4 yrs and <6 yrs: 48-71 months - 30 pts		
	≥6 yrs and <8 yrs: 72-95 months - 35 pts		
	≥8 yrs and <10 yrs: 96-119 months - 55 pts		
	≥10 yrs: 120 + months - 65 pts		
Name of Proposed Resource:	Confirm Information Above (provide details)	Points Achieved	Cross Ref. to Proposal
Education:			
Certification:			
Experience:			
Total Points Achieved:			
Comments:			
FINAL RESULTS FOR PROPOSED RESOURCE		MET	NOT MET
Evaluated by: _____ on _____			
(Print Name)	(Date)	(Signature)	



Flex Grid Evaluation			
CONTRACTOR'S NAME:			
Category:	2.5 Business Process consultant		
Minimum Mandatory Education, Certification and Experience Requirements:	Relevant Education:		
Levels of Expertise	-University (PhD, Graduate, Undergraduate, degree): 35 pts		
Senior: Minimum 95 pts	-College or CEGEP diploma/certificate: 25 pts		
Intermediate: Minimum 70 pts	Professional Certification		
Junior: Minimum 50 pts	-Relevant Professional Certification: 15 pts		
	Relevant Experience:		
	≥1 yr and <2 yrs: 12-23 months - 10 pts		
	≥2 yrs and <4 yrs: 24-47 months - 20 pts		
	≥4 yrs and <6 yrs: 48-71 months - 25 pts		
	≥6 yrs and <8 yrs: 72-95 months - 35 pts		
	≥8 yrs and <10 yrs: 96-119 months - 50 pts		
	≥10 yrs: 120 + months - 60 pts		
Name of Proposed Resource:	Confirm Information Above (provide details)	Points Achieved	Cross Ref. to Proposal
Education:			
Certification:			
Experience:			
Total Points Achieved:			
Comments:			
FINAL RESULTS FOR PROPOSED RESOURCE		MET	NOT MET
Evaluated by: _____ on _____			
(Print Name)	(Date)	(Signature)	



Flex Grid Evaluation			
CONTRACTOR'S NAME:			
Category:	2.15 Facilitator Consultant		
Minimum Mandatory Education, Certification and Experience Requirements:	Relevant Education: -University: 30 pts -College or CEGEP Diploma / Certificate: 25 pts -Formalized Training (examples of formalized training but not limited to, Recognized Mediation Certifications, Certified Training and Development Professional (CTDP), Training Certifications from accredited Institutions, American National Standards Institute (ANSI) - Association for Challenge Course Technology, Certified Online Facilitation: 20 pts -Secondary School: 15 pts Professional Certification: - Relevant Professional Certification – 10 pts Relevant Experience: >1 yrs and <2 yrs: 12-23 months - 10 pts >2 yrs and <4 yrs: 24-47 months - 20 pts >4 yrs and <6 yrs: 48-71 months - 25 pts >6 yrs and <8 yrs: 72-95 months - 40 pts >8 yrs and <10 yrs: 96-119 months - 55 pts >10 yrs and <15 yrs: 120-179 months - 70 pts >15 yrs: 180+ months - 80 pts		
Levels of Expertise			
Senior: Minimum 95 pts			
Intermediate: Minimum 70 pts			
Junior: Minimum 50 pts			
Name of Proposed Resource:	Confirm Information Above (provide details)	Points Achieved	Cross Ref. to Proposal
Education:			
Certification:			
Experience:			
Total Points Achieved:			
Comments:			
FINAL RESULTS FOR PROPOSED RESOURCE		MET	NOT MET
Evaluated by: _____ on _____ (Print Name) (Date) (Signature)			



ATTACHMENT 2 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.

Item	Mandatory Technical Criterion	MET / NOT MET	Reference Proposal
RESOURCE REQUIREMENTS – (Stream or other)			
M1	<p>The Bidder must propose resources with recent experience in research and analysis (within the last five years).</p> <p>The Bidder must provide the curriculum vitae of each proposed resource with a description of two (2) projects demonstrating their experience as well as two (2) references to validate their experience:</p> <p>Client Contact Name: Client Contact Title: Client Contact Telephone: Client Contact Email:</p>		
M2	<p>The Bidder must propose resources with a minimum of six (6) years experience in current trends and fleet optimization strategies including, but not limited, to strategies to maximize fleet usage (obtained in the past (7) years)</p> <p>The Bidder must provide a curriculum vitae for each resource and provide two (2) references to validate their experience:</p> <p>Client Contact Name: Client Contact Title: Client Contact Telephone: Client Contact Email:</p>		
M3	<p>The Bidder must propose resources who completed a university or college diploma.</p> <p>The bidder must provide a copy of their certification or diploma.</p>		



Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria 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.

Number	Point Rated Technical Criterion	Maximum Points Available	Cross-Reference to Proposal
	Description		
RT1	<p>Work Plan and Methodology</p> <p>Within the work plan submitted with the Bid, the Bidder will be assessed on:</p> <ul style="list-style-type: none"> • discuss the objectives of the project (5 points) • meetings (5 points) • prepare consultation materials (5 points) • electronic schedule of interviews (5 points) • summary detailing the initial outcome (5 points) <p>The bidder should demonstrate in a realistic manner how the work is to be completed including timelines, milestones, and level of effort (up to a maximum of 25 points).</p>	/25	
RT2	<p>The Bidder should identify two (2) assignments from the past three (3) years that demonstrate that the resource has knowledge and experience relevant to the fleet optimization strategies project.</p> <p>Five (5) points per project will be assigned, with a maximum for two (2) projects per team member.</p> <p>The bidder should provide a description of the project and the role they played.</p>	/30	
RT3	<p>Each resource proposed by the Bidder should have five (5) years experience obtained in the past seven (7) years relating to:</p> <ul style="list-style-type: none"> • New clean vehicle technologies; • Project management and data gathering. <p>Five (5) points for every year will be assigned.</p>	/75	



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	The Bidder should provide the curriculum vitae of each proposed resource.		
	TOTAL POINTS AVAILABLE (minimum result to succeed is 91 points)	130	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications and Additional Information Required with the Bid

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5, Additional Certifications Required with the Bid.

5.2 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.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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



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

5.2.3 to Contract Award

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



ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program For Employment Equity - Certification

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

For further information on the Federal Contractors Program for Employment Equity visit the [Employment and Social Development Canada \(ESDC\) - Labour's website](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and / or permanent part-time employees.
- A5. The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

or

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.

or



- () B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

2. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with 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.

3. Education and Experience

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

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: _____



4. Price support

The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

5. COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that _____ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication or a disability, religious grounds, or other prohibited grounds of discrimination as defined in applicable human rights legislation only, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.



I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



PART 6 – RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.2 Security requirement

There is no security requirement applicable to this Contract.

6.3 Standard Clauses and Conditions

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

6.2.1 General Conditions

2035 (2021-12-02), 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 (2021-12-02), 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 (2021-12-02), General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to **Section 30 - Termination for Convenience**, of 2035 (2021-12-02) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

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

6.4 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection



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Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.5 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to May 31, 2022 inclusively.

6.6 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.

6.7 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Martine Bray

Title: Contracts and Procurement Officer

Branch: Corporate Finance Systems and Procurement Branch

Email: martine.bray@ised-isde.gc.ca

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

6.6.2 Project Authority

The Project Authority for the Contract is: **(to be completed at contract award)**

Name:

Title:

Telephone:

E-mail address:

In its absence, the Project Authority is: **(to be completed at contract award)**

Name:

Title:

Telephone:

E-mail address:



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

6.6.3 Contractor's Representative (to be completed at contract award)

Name:

Title:

Telephone:

E-mail address:

6.8 Payment – Terms of 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 **Annex 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.

6.9 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.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.11 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)



6.12 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 (2021-12-02), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be completed at contract award)

6.13 Proactive Disclosure of Contracts with Former Public Servants

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

6.14 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

6.15 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.



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

- a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.17 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.

6.18 Joint Venture Contractor (to be completed at contract award, if applicable)

The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: (list all the joint venture members named in the Contractor's bid).

With respect to the relationship among the members of the joint venture Contractor, each member agree, represents and warrants (as applicable) that:

_____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the contract.

By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor.

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

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

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

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



6.19 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

6.20 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.21 Dispute Resolution

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





ANNEX A STATEMENT OF WORK

1.0 Project Title:

Review of Measurement Canada (MC) Fleet Management Strategy

2.0 Background:

MC is engaged in a range of activities that require inspectors to have the use of a car or light or medium-duty truck to perform their operational duties. MC's vehicles are typically assigned to an individual inspector to facilitate the performance of several types of inspection.

For the past few years, MC's annual kilometric usage of fleet vehicles has been declining and currently, the fleet is underutilised. On average, a car or light duty truck should be used for 20,000km per year, however, presently MC's fleet vehicles are averaging around 12,000Km. This is partly due to:

- Previous years budget cuts have significantly impacted inspector travel, disrupting long haul inspections, which affect Program integrity in the delivery of targeted inspections,*
- Staffing issues resulting in vacancies, as well as extended leave by multiple staff members,*
- Limitations on training, have also affected fleet optimization, and*
- Impacts of the global pandemic and provincial restrictions that have curtailed broader travel activities outside of the district office environment and led to truncated travel as opposed to long haul/duration trips.*

Notwithstanding the aforementioned, MC's business is changing and these changes may further impact the utilisation of the fleet. Initiatives such as risk based program initiatives and the advent of virtual services, bring into question whether MC's fleet will continue to be underutilized and if so, what can be done to optimise usage of fleet vehicles.

3.0 Project Requirement / Objective:

Measurement Canada (MC) requires the services of a consultant to facilitate a review and needs analysis of its current fleet of vehicles to determine how fleet usage can be optimised and produce a report that identifies options, and provides recommendations with respect to fleet optimization. The consultant will consider issues such as:

- Current trends and strategies to maximize fleet usage;*
- MC's strategy to transition its fleet from carbon fueled to green vehicles;*
- Optimal fleet size;*
- Fleet vehicle reductions; and*
- Potential strategies to maximise vehicle usage such as vehicle sharing, rotational use of vehicles and potential co-sharing opportunities (when available) with other ISED Groups occupying the same facility.*

The consultant must also take into account that in the next (5) years ISED will transition its fleet from carbon based fuels to electric, hydrogen or over clean energy powered vehicles. This movement will be accompanied by infrastructure installation at MC facilities. As such, determining the correct number of vehicles MC will need to adequately maintain its operations, requires thorough analysis given the other related



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costs associated with electrification of the fleet and other infrastructure requirements to support the transition to a clean fueled fleet of vehicles.

Optimal use of a Government vehicle is typically in the 20,000km per year range; currently, MC vehicles are averaging approximately 12,000km per year. MC has vehicles located in (24) locations across the country. While these sites can be assessed remotely/virtually, each site will require a needs evaluation and recommendations for optimisation. Moreover, MC is mandated to conduct inspections, complaint investigations and other activities. Therefore, fleet optimisation must consider the use of the vehicle and maintain sufficient fleet capacity to ensure operations are not jeopardised.

4.0 Scope of Work / Tasks:

The scope of the work involves:

- *Communication with the project authority, MC managers and employees to research and analyze the MC operational environment through a thorough understanding of the work performed and a needs analysis.*
- *Conducting research and analysis with respect to current trends and strategies for fleet optimisation and providing advice on key strategies that enable the organization to deploy high-impact fleet management processes that are focused and measurable.*
- *Conducting research into MC and ISED's plan to green the Departmental fleet;*
- *Analyzing existing fleet management processes, identifying opportunities for optimized fleet usage by conducting interviews with MC staff/management to understand MC operations and fleet usage, and analyzing interview findings and needs analysis.*
- *Providing advice in defining new requirements and opportunities for applying efficient and effective solutions by identifying, recommending and planning new processes.*
- *Prototyping potential solutions, providing pros and cons and suggesting a recommended course of action.*
- *Providing advice on implementing new processes/strategies.*
- *Identifying any process modifications that need to take place*
- *Preparation of a report for the project authority identifying strategies and options, as well as recommendations with respect to best practice, greening the fleet and fleet optimisation.*

The work will be divided into the following tasks and approximate expected level of effort:

Preparation – 3 days

- a. *In consultation with the project authority, prepare for and participate in a preparatory meeting to discuss the project scope, consultation methodology and expected outcomes.*
- b. *Draft communications materials for consultation participants.*

Design and Development – 3 days

- a. *Develop needs analysis methodology and consultation plan.*

Review and Research current industry/government fleet optimization trends and strategies - 5 days



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- a. Complete research with respect to national/international trends and strategies relating to fleet optimisation strategies.
- b. Complete research on MC/ISED's strategy to green its fleet of vehicles. Assess impacts and develop strategies to optimise vehicles.
- c. Summarise findings.

Facilitation – 14 days

- a. Facilitate interview sessions with Measurement Canada managers/employees to assess operational needs in headquarters (Ottawa), Ontario, Eastern and Western Regions.
- b. Facilitate interviews with ISED Material Management Group (Fleet Management) to determine the status of strategy to green the Department's fleet of vehicles.
- c. Meet with senior management to gain knowledge about MC strategic direction including operations, facilities and changes in fleet (alternate fuels, types of vehicles).

Report/Action Plan preparation - 15 days

- a. Prepare a Report that contains the following:
 - i. A synopsis of the information derived from the research and analysis of current fleet optimization trends and strategies and MC/ISED's green fleet strategy;
 - ii. A summary of the needs analysis methodology, the consultation methodology and the outcome of the interview/consultation results;
 - iii. Proposed options with respect to fleet optimization;
 - iv. Recommendations (preferred option with a clear, concise rationale supporting the proposed recommendations; and
 - v. An action plan to support implementation of the recommended strategy.
- b. The Report shall:
 - i. be prepared in English and French language versions.
 - ii. Contain any additional information deemed necessary to support decision making and the recommended strategy:
- c. The contractor will prepare an overview of the Report and present highlights and recommendations to the project authority at a scheduled Executive Management Committee (EMC) meeting.

5.0 Deliverables / Timelines:

- a. Within (1) week of the contract being assigned, the contractor will hold a (60) minute phone call with the project authority to discuss the objectives of the project.
- b. Within (2) weeks of the award of the contract, the contractor shall hold an initial meeting with the project authority to discuss the project, determine the scope, the list of MC and ISED personnel to be interviewed and the consultation method.
- c. Within (4) weeks the contractor shall prepare consultation materials for approval by the project authority and delivery to consultation participants;
- e. Within (6) weeks the contractor will hold a meeting with the project authority to discuss the needs analysis methodology (based on the agreed to consultation



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- methodology) and the consultation plan required for interviews with MC managers, to the project authority for approval.
- f. Within (8) weeks the contractor, with the assistance of the project authority, will establish an electronic schedule of interviews to discuss MC operations in Ontario, Eastern and Western regions and HQ and current fleet usage and assignment of vehicles.
- g. Within (10) weeks the contractor will conduct in interviews with Measurement Canada employees and managers.
- h. Within (14) weeks the contractor will meet with the project authority and will provide a written summary detailing the initial outcome of the consultation sessions and any other research on fleet optimisation trends and techniques completed by the contractor.
- i. Within (18) weeks the contractor will provide a written report (and present the Report to the project authority at the EMC) that contains a list of participants and a summary of the research that contributed to the report. The report will contain recommendations relating to:
- A synopsis of the information derived from the research and analysis of current fleet optimization trends and strategies;
 - A summary of the needs analysis methodology, the consultation methodology and the outcome of the interview/consultation results;
 - A summary of the needs analysis methodology, the consultation methodology and the outcome of the interview/consultation results;
 - Proposed options with respect to optimization including:
 - Fleet optimisation including strategies to optimise the number of MC vehicles numbers to improve usage and efficiency of the fleet based on MC's operational reality;
 - Proposals to integrate green vehicle options into the fleet optimization strategy;
 - Options and strategies to increase usage of MC's fleet vehicles such as vehicle sharing and A synopsis of the information derived from the research and analysis of current fleet optimization trends and strategies;
 - Recommendations (preferred option) for fleet optimization with a clear, concise rationale supporting the proposed recommendations.
 - Any other material used to support decision making with respect to the options, recommendations and action plan.
- j. The project will terminate after (20) weeks from the date of the initial meeting.

6.0 Constraints:

- a. *Participants in the interview sessions will have to make themselves available to participate in the project. This might include follow up meetings.*
- b. *Information may not be readily available with respect to current fleet management trends and strategies.*

7.0 Client Support:

The project authority is available upon request to discuss the status of the contract and to provide information as required.

8.0 Work Location:



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The work will take place through virtual meetings. The method (MS Teams, telephone, videoconference etc.) to be agreed upon by the contractor and the project authority at the initial meeting

9.0 Official Languages:

The work must be provided in French and English

10.0 Travel:

No travel is required. Meetings and interviews will be held virtually.

11.0 Security:

There will be no security requirement

12.0 Intellectual Property:

Not applicable

13.0 Management of the Project:

This project will be managed by Measurement Canada.



ANNEX 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 (Annex C).

1.1 Pre-Authorized Travel and Living Expenses:

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

1.2 Contract Period (From _____ to _____) (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.

Category of personnel: Business Analyst

Level of expertise: Senior

Name of Proposed Resource(s):

Firm per Diem rate: \$

Category of personnel: Business Process Consultant

Level of expertise: Senior

Name of Proposed Resource(s):

Firm per Diem rate: \$

Category of personnel: Facilitator Consultant

Level of expertise: Senior

Name of Proposed Resource(s):

Firm per Diem rate: \$

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

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.



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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.

4. Invoicing Instructions

The Contractor is required to submit to the address indicated below an invoice for payment. The invoice should include the contract number, the Contractor's name, address, HST number and a description of the work performed including the number of days worked during the period covered by the invoice. The HST shall be submitted as a separate amount on the invoice.

Invoices are to be submitted by email to: **(to be provided at contract award)**