



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

INNOVATION, SCIENCE AND ECONOMIC  
DEVELOPMENT CANADA/INNOVATION  
SCIENCES ET DEVELOPPMENT ECONOMIQUE  
CANADA  
INNOVATIVE SOLUTIONS CANADA/SOLUTIONS  
INNOVATRICES CANADA  
OTTAWA, ONTARIO, K1A 0H5  
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**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  
Economique 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 toutes feuilles ci-annexées,  
au(x) prix indiqué(s)

**Comments – Commentaires**

**This document contains a Security Requirement**

**Vendor/Firm Name and address  
Raison sociale et adresse du fournisseur/de  
l'entrepreneur**

**Issuing Office – Bureau de distribution**

Innovation, Science and Economic Development  
Canada / Innovation, Sciences et Développement  
économique Canada  
Innovative Solutions Canada/Solutions Innovatrices  
Canada  
235 Queen, Ottawa, Ontario  
K1A 0H5

<b>Title – Titre</b> TSPS – 2.1 Business Analysts – Level 2 and Level 3	
<b>Solicitation No. – N° de l'invitation</b> <b>ISED-201532</b>	<b>Date</b> January 14, 2022
<b>Client Reference No. – N° de référence du client</b>	
<b>GETS Reference No. – N° de référence de SEAG</b> <b>PW-22-00982179</b>	
<b>File No. – N° du dossier</b>	<b>CCC No. / N° CCC - FMS No. /N° VME</b>
<b>SOLICITATION CLOSES – L'INVITATION PREND FIN</b> <b>at – à 2 :00 p.m.</b> <b>on – le February 11, 2022</b>	<b>Time Zone</b> <b>Fuseau horaire</b> <b>Eastern Daylight Time (EDT)</b>
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> Stéfany Lauzon	<b>Buyer Id – Id de l'acheteur</b>
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<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> See Herein	

<b>Delivery required Livraison exigée</b> See Herein	<b>Delivered Offered – Livraison proposée</b>
<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. – N° de téléphone</b>	
<b>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)</b>	
<b>Signature</b> _____	<b>Date</b> _____



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## TITLE

Bid solicitation # ISED-201532 issued under the framework of the Task and Solutions Professional Services (TSPS) method of supply (E60ZT-18TSPS), for the provision of the following professional services: Senior and Intermediate Business Analysts.

### 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:** includes the certifications to be provided;
- Part 6 Security Requirements:** includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The annexes include the **Statement of Work, the Bid Evaluation Criteria, the Basis of Payment, the Basis of Selection, the Security Requirement Checklist, the Bid Submission Form, the Task Authorization Form and the Federal Contractor's Program for Employment Equity Certification Form.**

#### 1.2 Summary

- a. This bid solicitation is being issued to satisfy the requirement of Innovation, Science and Economic Development Canada [the "Client"] for the provision of Task and Solutions Professional Services.
- b. It is intended to result in the award of 1 contract each for 1 year, plus 4 one-year irrevocable options allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders](http://ssi-iss.tpsgc-pwgsc.gc.ca)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-GPA), if it is in force.
- e. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity – Certification."
- f. The TSPS Supply Arrangement E60ZT-18TSPS is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TSPS SA.



Only selected TSPS SA Holders currently holding a TSPS SA for Tier 1 in the National Capital Region (NCR) 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 list of pre-qualified suppliers under Annex A of the Notice of Proposed Procurement (NPP) 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 Annex A of this notice can submit a proposal. *(Suppliers listed in Annex A of the Notice of Proposed Procurement should hereby consider themselves invited to bid (there is **no requirement** for the suppliers listed in Annex A to further request to be added to the invited bidders list). SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so (formally or informally through Annex A of the NPP). The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment:*

1. Adirondack Information Management Inc., The Aim Group Inc. in Joint Venture
2. Sundiata Warren Group Inc.
3. Deloitte Inc.
4. Calian Ltd.
5. Eagle Professional Resources Inc.
6. Ernst & Young LLP
7. Fujitsu Consulting (Canada) Inc.
8. Integra Networks Corporation
9. Lumina IT Inc.
10. Cloud SynApps Inc.
11. Pricewaterhouse Coopers LLP
12. Randstad Interim Incorporated
13. Systemscope Inc.
14. S.I. SYSTEMS ULC
15. Veritaaq Technology House Inc.

Stream 2 – Business Consulting/Change Management Resource Category	Level of Expertise	Estimated Number of Resources Required
2.1 – Business Analyst	Senior	Suppliers to bid one, but requirement is up to three.
2.1 – Business Analyst	Intermediate	Suppliers to bid one, but requirement is up to two.

**Note:** Additional resources must meet all mandatory criteria and the minimum pass mark in the point rated criteria as specified in this RFP.

### 1.3 Debriefings

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



## 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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, **with the following modifications: with Subsection 5.4 amended by deleting “sixty (60) days” and inserting “180 days”**. If there is a conflict between the provisions of 2003 and this document, this document prevails.

### 2.2 Submission of Bids

Bids must be submitted only to the location and by the date, time and place indicated on page 1 of the bid solicitation. If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

### 2.3 Former Public Servant

#### a. Information Required

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

#### b. 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.C., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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



**c. Former Public Servant in Receipt of a Pension**

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

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

- (i) name of former public servant;
- (ii) 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 web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

**d. 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:

- (i) Name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

**2.4 Inquiries - Bid Solicitation**

- a. All enquiries must be submitted in writing 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.**
- b. 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.

***Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.***



## 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 reasons 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 in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :

- i. Section I: Technical Bid (1 electronic copy);
- ii. Section II: Financial Bid (1 electronic copy); and
- iii. Section III: Certifications not included in the Technical Bid (1 electronic copy).

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

b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.
- v. Soft copies will be accepted in any of the following electronic formats:
  - Portable Document Format .pdf
  - Microsoft Word 97/2000 (.doc)
  - Microsoft Word 2010 (.docx)
  - Microsoft Excel 97/2000 (.xls)
  - Microsoft Excel 2010 (.xlsx)

c. **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

d. **Submission of Only One Bid:**

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:





- A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

**e. Joint Venture Experience:**

- i. 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.

- ii. 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.

- iii. 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
- 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.

- iv. 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.



### 3.2 Section I: Technical Bid

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Annex “(F)” with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder’s Procurement Business Number, the Bidder’s status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Substantiation of Technical Compliance:**  
The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Annex “(B)”, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the “Bidder’s Response” column of Annex “(B)”, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iii. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Annex “(B)”. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - a. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
  - b. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - c. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - d. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
  - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end



date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

- F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

iv. **Customer Reference Contact Information:**

- A. The Bidder must provide customer references. The customer reference who must each confirm, **if** requested by Canada the facts identified in the Bidder's bid, as required by Annex "(B)".
- B. The form of question to be used to request confirmation from customer references is as follows:  
*"Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"*  
 *Yes, the Bidder has provided my organization with the services described above.*  
 *No, the Bidder has not provided my organization with the services described above.*  
 *I am unwilling or unable to provide any information about the services described above.*
- C. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

### 3.3 Section II: Financial Bid

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "(C)" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
  - i. the rate bid must not increase by more than 5% from one time period to the next, and
  - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 Section III: Certifications

Bidders are to submit the certifications required under Part 5 that have not been included in the Technical Bid.



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
  - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - A. verify any or all information provided by the Bidder in its bid; or
    - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
  - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

- a. **Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex “(B)” - Bid Evaluation Criteria.
- b. **Flexible Grid Criteria:**

Each bid will be rated by assigning a score to the flexible grid criteria. In order to qualify for the rating process, proposal must achieve the overall minimum pass mark specified in the flexible grids. The flexible grid requirements are described in Annex “(B)” – Evaluation Criteria.
- c. **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex “(B)” - Bid Evaluation Criteria.
- d. **Number of Resources Evaluated:**

Only a certain number of resources per Resource Category will be evaluated as part of this bid solicitation as identified in Annex “(B)”. Additional resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled “Task Authorization”. When a Task Authorization



Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Annex ("A").

**e. Reference Checks :**

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

### 4.3 Financial Evaluation

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Estimated Cost using the Pricing Tables completed by the bidders. The Bidder must provide ONE firm, all inclusive, per diem rates for the Category of Personnel being proposed in accordance with the bid solicitation. See Annex "(C)".

If three (3) or more Bids are received, ISED will conduct a financial evaluation against all technically responsive bids by comparing the total cost of each bid.

Any bidder proposing a total cost that falls between the "Median" minus 15% and the "Median" plus 15% will be considered financially responsive. Any bidder proposing a total cost that falls outside the "Median" minus 15% and the "Median" plus 15% will be considered non-compliant and no further consideration will be given to that bid.

The "Median" will be calculated based on the total cost submitted by all bidders. A "Median" is the middle offer in a set of offers whereby half the offers are greater and half are lower. For example, in the following set of total offers: \$400,000, \$350,000, \$300,000, \$440,000 and \$500,000 the median would be \$400,000. In this case minus 15% is \$340,000 and plus 15% is \$460,000. The bidders that submitted a total cost of \$300,000 and \$500,000 would be considered non-compliant.

If there is an even number of Bids received, the "Median" will be determined based on the average cost of the two middle offers.



## Mandatory Financial Criteria

### (i) **Formulas in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

### (ii) **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- b. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least 35% of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

## 4.4 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid as determined by the established pre-determined selection criteria will be recommended for contract award.

- (a) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (b) If more than one bidder is ranked first because of identical overall scores, then the bidder with the lowest per diem rate will become the top-ranked bidder.
- (c) Notification of Evaluation Results: All invited SA Holders who respond to a TSPS RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:



- i. Solicitation Number;
- ii. Company name of winning bidder;
- iii. Total points scored of winning bidder (for multiple resource requirements only)
- iv. Total value of contract awarded;
- v. Number of responses received by the Contracting Authority; and
- vi. Total points scored per individual bidder (Note: bidders will only receive their own total points scored and not the score of the other bidders).

## PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the contract.

### 5.1 Certification Precedent to Contract Award and Additional Information

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### a. 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 from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)).

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

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

[The Bidder must provide the Contracting Authority with a completed Annex "\(H\)" - Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2 Additional Certifications Precedent to Contract Award

#### a. Professional Services Resources

- a. By submitting a bid, the Bidder certifies that, if it is 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.
- b. By submitting a bid, 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.

- c. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
  - a. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
  - b. the name, qualifications and experience of a proposed replacement immediately available for work; and
  - c. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- A. set aside the bid and give it no further consideration; or
- B. evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid. The proposed substitute must have qualifications and experience that meet or exceed the score obtained for the original resource.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- d. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**b. Certification of Language – English or French Essential**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English or French. The individual(s) proposed must be able to communicate orally and in writing in English or French without any assistance and with minimal errors.

**c. Submission of Only One Bid**

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other bidder.





## PART 6 – SECURITY REQUIREMENTS

### 6.1 Security Requirement

#### **Mandatory at bid closing**

- a. At the date of bid closing, the following conditions must be met:
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses; and
  - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses.
- b. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

## PART 7 – RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- a. [ ] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s):** Under the Contract, the "**Client**" is Innovation, Science and Economic Development Canada (ISED).
- c. **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 Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
  - i. Any reference to an Identified User is a reference to the Client.
  - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
  - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.



## 7.2 Task Authorization (“TA”)

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

**Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed below. Any additional resource requested must meet all mandatory criteria and meet the minimum pass mark in the point-rated criteria as specified in the RFP.

- b. **Form and Content of Task Authorization:**

- i. The Project Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex “(G)”.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable:
  - A. a task number;
  - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
  - C. the details of any financial coding to be used;
  - D. the category of resources and the number required;
  - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
  - F. the start and completion dates;
  - G. milestone dates for deliverables and payments (if applicable);
  - H. the number of person-days of effort required;
  - I. whether the work requires on-site activities and the location;
  - J. the language profile of the resources required;
  - K. the level of security clearance required of resources;
  - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - M. any other constraints that might affect the completion of the task.

- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Project Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must be signed by the Contracting Authority:

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



**e. Periodic Usage Reports:**

- i. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
- ii. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs (e.)(iv.) and (e.)(v.) of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.
- iii. The reporting periods are defined as follows:
  - A. 1st quarter: April 1 to June 30;
  - B. 2nd quarter: July 1 to September 30;
  - C. 3rd quarter: October 1 to December 31; and
  - D. 4th quarter: January 1 to March 31.
- iv. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
  - A. the TA number appearing on the TA form;
  - B. the date the task was authorized appearing on the TA form;
  - C. the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
  - D. the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
    - a. the TA revision number;
    - b. the date the revision to the task was authorized;
    - c. the authorized increase or decrease (Applicable Taxes extra);
    - d. the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
  - E. the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
  - F. the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
  - G. the total amount of Applicable Taxes invoiced;
  - H. the total amount paid, Applicable Taxes included;
  - I. the start and completion date of the task (as last revised, as applicable); and
  - J. the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).
- v. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
  - A. the sum (Applicable Taxes extra) specified in clause (7.8)(b.) Limitation of Expenditure;
  - B. the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
  - C. the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
  - D. the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
  - E. the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.
- f. **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.



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

a. **General Conditions:**

2035 (2016-04-04), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. 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 Price.
5. 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.
6. 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.

b. **Supplemental General Conditions:**

The following Supplemental General Conditions:

- i. 4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information,  
  
apply to and form part of the Contract.

### 7.4 Security Requirement

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid facility security clearance at the level of **reliability or secret**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability or secret** as required, granted or approved by the CSP, PWGSC
3. The contractor/offeror **must not** remove any **protected/classified** information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts that contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
5. The contractor/offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable)
  - b. Contract Security Manual (latest edition)



## 7.5 Contract Period

- a. **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
  - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends February 27, 2023; and
  - ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract:**
  - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - ii. Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.

## 7.6 Authorities

### a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Stéfany Lauzon  
Title: Contracts and Procurement Officer  
Organization: Innovation, Science and Economic Development Canada  
Address: 235 Queen Street, Ottawa ON, K1A0H5  
E-mail address: [stefany.lauzon@ised-isde.gc.ca](mailto:stefany.lauzon@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.

### b. Project Authority

The Project Authority name will be provided at contract award.

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.

### c. Contractor's Representative

**Note to Bidders:** The Project Authority and Contractor's representative contact information will be identified at the time of contract award.

## 7.7 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.



## 7.8 Payment

### a. Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex "(C)", Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.  
Estimated Cost: [ \$ \_\_\_\_\_ ]
- ii. **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- iii. **Applicable Taxes:**  
Estimated Cost: [ \$ \_\_\_\_\_ ]
- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- v. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

### b. Limitation of Expenditure

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable.
- ii. 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.
- iii. 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 when:
  - A. It is 75 percent committed, or
  - B. 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.



- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- c. **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
  - i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
  - ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- d. **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 Contract must repay any overpayment, at Canada's request.
- e. **No Responsibility to Pay for Work not performed due to Closure of Government Offices:**
  - i. 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.
  - ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 7.9 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the person identified at contract award.

## 7.10 Certifications

- a. Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.



## 7.11 Federal Contractors Program for Employment Equity – Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list

([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.202131537.154425323.1406223033](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.202131537.154425323.1406223033)). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.12 Applicable Laws

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

## 7.13 Priority of Documents

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order:
  - i. 4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- d. Annex A, Statement of Work;
- e. Annex B, Evaluation Criteria;
- f. Annex C, Basis of Payment;
- g. Annex D, Basis of Selection;
- h. Annex E, Security Requirement Checklist;
- i. The signed Task Authorizations including any required Certifications;
- j. Supply Arrangement Number E60ZT-18TSPS series (the "**Supply Arrangement**");
- k. The Contractor's bid dated **MONTH/DAY/YEAR**.

## 7.14 Insurance Requirements

### A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.





## **B. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

## **C. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

### **7.15 Limitation of Liability – Information Management/Information Technology**

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as



described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

**b. First Party Liability:**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**c. Third Party Claims:**

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



party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

### 7.16 Joint Venture

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[all the joint venture members named in the Contractor's original bid will be listed]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. 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.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. 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 to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

### 7.17 Professional Services - General

- 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, and 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 (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project 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.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

#### Replacement of Specific Individuals

- 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.



The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

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 Section titled "Default of the Contractor", or
  - b. Assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Project Authority. The replacement must have qualifications and experiences 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 another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. 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.

3. 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.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

#### 7.18 Safeguarding Electronic Media

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

#### 7.19 Representations and Warranties

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

#### 7.20 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Project Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply. Personnel security screening is required prior to gaining authorized access to PROTECTED information, assets, or sites. The Bidder's Company Security Officer (CSO) must ensure that their representatives hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.



## 7.21 Government Property

As when and needed basis, the Bidder could be required to visit the work site as requested by the Project Authority.

## 7.22 Vaccination

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.



## **ANNEX A , STATEMENT OF WORK**

### **1.0 PROJECT TITLE**

Business Analysts – Senior and Intermediate

### **2.0 BACKGROUND**

Innovation, Science and Economic Development's (ISED), mission is to foster a growing, competitive, knowledge-based Canadian economy.

The Department works with Canadians in all areas of the economy and in all parts of the country to improve conditions for investment, enhance Canada's innovation performance, increase Canada's share of global trade and build a fair, efficient and competitive marketplace.

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

From funding to expert advice to driving new collaborations, Innovation Canada's flagship programs and services are designed to help businesses innovate, create jobs and grow Canada's economy. This includes the Strategic Innovation Fund, the Innovative Solutions Canada challenges and testing streams, the Innovation Superclusters Initiative and the Accelerated Growth Services. In addition, part of Innovation Canada developed the Business Benefits Finder to help Canadian businesses by saving them time and ensuring they can easily find the programs and services available to help them.

Being a fairly new sector, in order to fulfill many projects undertaken, the Innovation Canada Sector (ICS) is setting up processes and tools to run their flagship programs. ICS aims to optimize its service delivery to entrepreneurs and businesses through service management best practices and business management frameworks (including organization strategies/plans, capacity/demand management) and delivery of all corporate services functions (Finance, HR, Procurement, etc.) including resourcing of IM/IT professional services for the sector.

The sector's operations and services work closely with peer divisions coordinating input and delivery horizontally to achieve the goals of the sector.

### **3.0 PROJECT REQUIREMENT / OBJECTIVE**

Innovation Canada requires the services of Intermediate and Senior Business Analysts to work on sector initiatives. They may be responsible for gathering, analyzing and validating business requirements associated with projects related to the business environments of Innovation Canada. The analysts will work in conjunction with the project team, their stakeholders and the Digital Transformation Service Sector.

### **4.0 SCOPE OF WORK / TASK**

The Non-IT Business Analyst tasks and activities will include but not be limited to the following:

- Bridge the gap between non-technical stakeholders and internal technical teams;
- Articulate complexity in simple terms to facilitate quick understanding and decision making from project stakeholders;
- Support the full project lifecycle from initial concept through to delivery, ensuring that changes meet the true business need at all times;
- Work closely with the business, managing their expectations during each stage of the project life cycle;
- Organize and lead workshops to gather/ elicit user requirements;
- Analyze and validate business requirements;
- Critically evaluate information gathered from multiple sources, reconcile conflicts, decompose high-level information into details, abstract up from low-level information to a general understanding, and distinguish user requests from the underlying true needs;
- Facilitate requirements prioritization based on business value for projects of varying scope and develop traceability matrices;



- Produce requirements artifacts, including, but not limited to, information models, functional design specifications, mockups, prototypes, and various types of client-facing documentation;
- Understanding the current state of the client's business area/organization while at the same time, tracking to the vision of where a business area/client organization wants to be (as is/to be);
- Perform gap analysis;
- Identify and document business vision, strategies, objectives and drivers;
- Consider business implications of the application of technology to current business environment(s);
- Evaluate information gathered from multiple sources, reconcile conflicts, disseminate high-level concepts into details, distinguish actual needs, identify root cause of problems and create logical and innovative solutions;
- Support the identification of opportunities to drive change in current business processes in order to reduce cost, improve efficiency, and improve effectiveness;
- Identify client organization's strengths and weaknesses and suggest areas of improvement to address and resolve business issues;
- Assess business process and system inefficiencies;
- Suggest areas for improvement in internal and external facing processes;
- Determine how solutions will impact existing work processes and systems, and how to manage the integration of new process' or functionality;
- Validate proposed value with clients and stakeholders using information models, designs and prototypes;
- Use comparative analysis to evaluate and recommend solutions for the business areas/organization;
- Proactively identify risks and identify mitigation strategies;
- Analyze functional requirements and develop information, procedure and decision flows;
- Develop business process models and flows;
- Develop business and project management documentation such as:
  - Treasury Board submissions (PPA & EPA)
  - Project charter;
  - Mission/vision statement;
  - Business proposal;
  - Business case;
  - Business Requirements Document (BRD);
  - Business process design documentation;
  - Functional specifications;
  - Non-functional specifications;
  - Use case documentation;
  - Requirements traceability matrix;
  - User documentation; and
  - Training documentation.
- Act as gatekeeper for the requirements during the design, development and testing phases (triaging defects) and managing change requests in a timely fashion;
- Support the Business during the transition/implementation process, minimizing risk and supporting knowledge transfer and training as appropriate;
- Oversee project transitions to training, and to support/maintenance team, and generally be accountable to business continuity;
- Stay current with client needs and strategies; utilizing formal and informal written communication methods (for example, emails, newsletters, PowerPoint presentations, executive updates, task lists, updates) to communicate updates and findings; and facilitating project meetings and presentations to all types of diverse audiences (for example, senior management, business clients, technical staff, etc.);
- Generate project status reports and manage expectations as agreed upon to all stakeholders; and
- Other tasks and deliverables as required.

## 5.0 DELIVERABLES / TIMELINES

In addition to regular project status reporting, the resource must provide Weekly Status reports to the Project Authority detailing:

- Work completed during the reporting period.
- Work planned for the next reporting period.
- Issues, risks and delays encountered or anticipated.



## 6.0 CONSTRAINTS

Not applicable

## 7.0 CLIENT SUPPORT

Not applicable

## 8.0 WORK LOCATION

The contractor will carry out the work on Innovation, Science and Economic Development premises located at 235 Queen Street, Ottawa or through telework as determined by Innovation Canada.

## 9.0 OFFICIAL LANGUAGE

Depending on the task, the work will be conducted in either English or French. This will be determined on a task-by-task basis.

## 10.0 TRAVEL

No travel is required

## 11.0 SECURITY

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid facility security clearance at the level of **reliability or secret**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability or secret** as required, granted or approved by the CSP, PWGSC
3. The contractor/offeror **must not** remove any **protected/classified** information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts that contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
5. The contractor/offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable)
  - b. Contract Security Manual (latest edition)

## 12.0 INTELLECTUAL PROPERTY

The intellectual property resulting from the work will remain with the Contractor.

## 13.0 MANAGEMENT OF THE PROJECT

This project will be managed by the Service Design directorate within the Innovator's Experience Branch.





## ANNEX B, EVALUATION CRITERIA

### Instructions - Mandatory and Point Rated Tables/Grids

***Failure to comply with the following instructions will render the technical proposal non-compliant.***

#### Technical Proposal:

- General
  - Projects must be specific to the criteria and copying/pasting the criteria does not demonstrate experience.
  - Work experience gained as part of an educational program will not be considered except for experience gained through a formal co-operative program at a post-secondary institution.
- Evaluation Grids (Mandatory and Point-Rated)
  - Bidders must provide the following information in their technical response to the technical evaluation criteria:
    - Project #
    - Client Organization/Project Name
    - Duration (month/year to month/year)
    - Total level of work effort (# years/# months)

#### Résumé:

- For each project that is cited as experience within the technical proposal, the following information must be identified on the proposed resource's résumé:
  - The name of the client organization (to whom the services were provided);
  - A brief description of the type and scope of services that meets the identified criteria provided by the resource;
  - The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work); and
  - A description of the work as it relates to the stated mandatory or point-rated criteria.
  - For work experience to be considered, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position.

#### Validation of Information:

- Innovation, Science and Economic Development Canada (ISED) reserves the right to validate any or all of the information supplied by the bidder from the supplied project reference(s) prior to contract award and will document the responses and results of the Mandatory project references.
- Innovation, Science and Economic Development Canada (ISED) reserves the right to interview all candidates required to validate the Mandatory Criteria and/or to adjust the points assigned in the Point-rated Criteria.
  - The candidates will be given 48 hours advance notice of the time and place of the interview.
  - The interview is expected to take no more than 45 minutes in duration.
  - The questions will relate to the information presented in the Technical Proposal and résumé of the proposed resource as it relates to the Evaluation Criteria and the Statement of Work.

**If Canada wishes to interview, a Bidder representative will accompany the requested resources to the interview and will observe the interview.**

#### Use of Information by the Contractor

All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by the Crown shall be used solely in support of this requirement. The Contractor shall be required to secure it from unauthorized use and shall not release it to any third party, person or agency external to Innovation, Science and Economic Development Canada (ISED) without the express written permission of the Project Authority. Such material(s) shall be returned to the Project Authority upon completion of each tasking or when requested by the Project Authority.



**CORPORATE MANDATORY EVALUATION CRITERIA**

Criteria #	Corporate Mandatory Criteria	Required Supporting Information
<p><b>CM1</b></p>	<p>The Bidder must provide Business Analyst corporate references for two (2) distinct and separate Government of Canada (GoC) client department/agency/crown corporation or provincial government organizations contracted within the last eight (8) years.</p> <p>The following contract parameters must be cited for each of the corporate references:</p> <ul style="list-style-type: none"> <li>• Each client contract cited must have been on-going duration or have a completed duration of greater than six (6) months;               <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>○ Contract duration must have been fulfilled and not be cited for a future time period and must be for the stated resource category (Business Analyst).</li> <li>○ In the case where a multi-resource contract is cited then the contracted duration of the stated resource category (Business Analyst) must be for a period greater than six (6) months.</li> </ul> </li> <li>• Each client contract cited must have a minimum total contract value of \$70,000.00 for the stated resource category (Business Analyst); and</li> <li>• Each contract cited must include the following information:               <ul style="list-style-type: none"> <li>○ the client organization;</li> <li>○ the contract number;</li> <li>○ contract start and end dates (DD/MM/YYYY to DD/MM/YYYY);</li> <li>○ a <b>brief description</b> of the services provided;</li> <li>○ the GoC employee name, title and telephone number and/or email address of the client's project and/or technical authority; and</li> <li>○ the contract authority responsible for the issuance of the contract.</li> </ul> </li> </ul>	<p>Provide examples of business analyst corporate references for which the Bidder provided 2 separate and distinct organization reference contracts for Government of Canada and/or provincial and/or large city municipal government contracts.</p>



### MANDATORY EVALUATION CRITERIA

#### TSPS Category: 2.1 Business Analyst– Senior

#### INSTRUCTIONS

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

Bidders **MUST** provide **ONLY** the following information in their technical grid response to the mandatory resource criteria listed below. Failure to follow the instructions will render the proposal **NON-COMPLIANT**.

- Project #
- Client Organization/Project Name
- Duration (month/year to month/year)
- Total level of work effort (# years/# months)
  - Bidders **MUST** account for all overlapping projects and ensure that the level of work effort is accurate.

**NOTE:** For evaluation purposes, each of the mandatory criteria numbers (#'s) **MUST** be mapped to the specific corresponding line items (**not at the summary level**) within the cited projects of the proposed resource's résumé or the proposal will be deemed **NON-COMPLIANT**.

#### TECHNICAL GRID EXAMPLE:

Criteria #	Stream # – Stream Name Resource Category Name - Level X  Mandatory Criteria	Required Supporting Information
M1	The proposal must demonstrate that the proposed resource has greater than two (2) years professional work experience developing XXXXXX.	<p><b>Project #</b> Innovation, Science and Economic Development Canada – XYZ Project January 2015 – May 2015 5 months</p> <p><b>Project #</b> Innovation, Science and Economic Development Canada – ABC Project September 2012 - December 2014 2 years 4 months</p> <p><b>Total: 2 years 9 months</b></p>

**NOTE:** For corporate and/or resource references, Bidders must follow the instructions found in each of the criteria.



Criteria #	<p align="center"><b>Stream 2 – Business Consulting/Change Management Services</b> <b>2.1 – Business Analyst – Senior</b></p> <p align="center"><b>Mandatory Criteria</b></p>	Required Supporting Information
<p><b>M1</b></p>	<p>If the proposed resource has been contracted at Innovation Science and Economic Development (formerly Industry Canada) within the last five (5) years, the Bidder must provide the following information for reference checking purposes:</p> <ul style="list-style-type: none"> <li>• Innovation, Science and Economic Development (formerly Industry Canada) client/project authority name,</li> <li>• telephone number /email</li> </ul> <p>In the event that the Innovation, Science and Economic Development (formerly Industry Canada) reference check outlines that the proposed resource’s contract was terminated for non-performance, the criterion will be deemed non-compliant and no further consideration will be given to the Bidder’s technical proposal.</p> <p><b>and</b></p> <p>In the event that the proposed resource indicates that they were contracted by ISED, the Bidder <b>MUST</b> indicate the resource category for which the proposed resource was contracted under. If the information provided varies from that which is validated by ISED, no further consideration will be given to the Bidder’s technical proposal.</p>	<p>If the proposed resource has been contracted by Innovation, Science and Economic Development (formerly Industry Canada) within the last five (5) years, provide:</p> <ul style="list-style-type: none"> <li>• Innovation, Science and Economic Development (formerly Industry Canada) client/project authority name,</li> <li>• telephone number /email</li> </ul> <p>If the proposed resource has NOT been contracted by Innovation, Science and Economic Development (formerly Industry Canada) within the last five (5) years, nothing is required for <b>M1</b>.</p>
<p><b>M2</b></p>	<p>The Bidder must provide two (2) client references within the last five (5) years for <b>separate and distinct</b> Government of Canada (GoC) departments and/or agencies and/or crown corporations where the proposed resource in the role of a senior business analyst performed tasks and services similar to that outlined in Annex A – Statement of Work.</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• In the event that the proposed resource has been on contracted to the same GoC organization within the last five (5) year period then two (2) separate project references will be accepted.</li> <li>• Each client reference cited must have a duration greater than six (6) months.</li> </ul> <p>Each client reference cited must include the following information:</p> <ul style="list-style-type: none"> <li>• the client organization;</li> <li>• the project name;</li> <li>• contract start and end dates;</li> </ul>	<p>Provide examples of 2 client references for which the proposed resource performed senior business analyst tasks and services similar to that outlined in Annex A – Statement of Work.</p>



	<ul style="list-style-type: none"> <li>• level of work effort;</li> <li>• a <b>brief description</b> of the work performed; and</li> <li>• the GoC client             <ul style="list-style-type: none"> <li>○ (employee) name,</li> <li>○ title</li> </ul>             telephone number and/or email address of the client's technical/project authority or authorized representative.           </li> </ul>	
<b>M3</b>	The proposed resource must have greater than eight (8) years professional work experience gathering business user requirements.	<p>Provide examples of projects for which the proposed resource has professional work experience gathering business user requirements.</p> <p><b><i>To provide context, Bidders must outline the method/techniques used to gather requirements.</i></b></p>
<b>M4</b>	The proposed resource must have greater than eight (8) years professional work experience analyzing <b>and</b> documenting "as-is" and "to-be" states.	<p>Provide examples of projects for which the proposed resource has professional work experience analyzing and documenting "as-is" and "to-be" states.</p> <p><b><i>To provide context, Bidders must outline the methods used to analyze and document the "as-is" and "to-be" states. In addition, a brief description of results of the "as-is" and "to-be" analysis is required.</i></b></p>
<b>M5</b>	The proposed resource must have greater than eight (8) years professional work experience performing gap analysis.	<p>Provide examples of projects for which the proposed resource has professional work experience performing gap analysis.</p> <p><b><i>To provide context, Bidders must provide a description of the results of the gap analysis and how the results were achieved.</i></b></p>



**FLEXIBLE GRID EVALUATION CRITERIA**

**TSPS Category: 2.1 Business Analyst– Senior**

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

Criteria #	Stream 2 – Business Consulting/Change Management Services 2.1 – Business Analyst – Senior  Flex Grid Criteria	Required Supporting Information	Max Points
FG1	<p><b>Level of Education attained from an accredited institution.</b></p> <ul style="list-style-type: none"> <li>• College or CEGEP Diploma/ Certificate = <b>25 points</b></li> <li>• University (PhD, Graduate, Undergraduate degree) = <b>35 points</b></li> </ul>	Bidders <b>must</b> include a copy of the diploma or degree in their proposal.	<b>35 points</b>
FG2	<p><b>Certification</b> - The proposed resource possess one of the following business analysis certifications in good standing.</p> <ul style="list-style-type: none"> <li>• IIBA- (International Institute of Business Analysis)               <ul style="list-style-type: none"> <li>○ CCBA– Certification of Competency in Business Analysis);</li> <li>○ CBAP– Certified Business Analysis Professional);</li> </ul> </li> <li>• PMI-PBA (Professional Management Institute-Professional in Business Analysis);</li> <li>• Six Sigma Certification;               <ul style="list-style-type: none"> <li>○ Certified Lean Six Sigma – Black Belt;</li> <li>○ Certified Lean Six Sigma – Green Belt.</li> </ul> </li> <li>• Other recognized business analysis certifications from accredited educational institutions.</li> </ul>	Bidders <b>must</b> include a copy of the certification in their proposal.	<b>15 points</b>
FG3	<p><b>Professional Work Experience</b> - Demonstrated professional work experience as a Business Analyst as per the TSPS SA resource category description and experience requirements.</p> <p>≥10 years = <b>65 points</b>            ≥8 years and &lt;10 years = <b>55 points</b>            ≥6 years and &lt;8 years = <b>35 points</b>            ≥4 years and &lt;6 years = <b>30 points</b>            ≥2 years and &lt;4 years = <b>20 points</b>            ≥1 year and &lt;2 years = <b>15 points</b></p> <p>Provide examples of projects for which the proposed resource has professional work experience as a Business Analyst.</p>	Provide examples of projects for which the proposed resource has professional work experience as a Business Analyst.	<b>65 points</b>
<p><b>TSPS minimum pass mark required Senior Business Analyst - Flex Grid Sub-total</b></p>		<p><b>= 100 points</b> <b>= 115 points</b></p>	



### POINT-RATED EVALUATION CRITERIA

#### TSPS Category: 2.1 Business Analyst– Senior

In order to qualify for the rating process, proposals MUST respond to the following rated requirements IN THE ORDER SHOWN. Any proposal which fails to achieve an overall minimum technical rating of 80% will be eliminated from further consideration.

#### INSTRUCTIONS

In order to qualify for the rating process, proposals MUST respond to the following rated requirements IN THE ORDER SHOWN. Any proposal which fails to achieve an overall minimum technical rating of 80% will be eliminated from further consideration.

Bidders **MUST** respond to the following point-rated evaluation criteria IN THE ORDER SHOWN. Any proposal which fails to meet all of the mandatory criteria and the minimum pass mark on the Flexible grid will be eliminated from further consideration.

Bidders **MUST** provide **ONLY** the following information in their technical response to the point-rated resource criteria listed below:

- Project #
- Client Organization/Project Name
- Duration (month/year to month/year)
- Total level of work effort (# years/# months)

**NOTE:** For evaluation purposes, the point rated criteria #'s **MUST** be mapped to the specific line items in the body of the cited projects that demonstrate each of the criteria within the proposed resource's résumé in the Bidder's technical proposal response.

#### TECHNICAL GRID EXAMPLE:

Criteria #	Stream # – Stream Name Resource Category Name - Level X  Point Rated Criteria	Required Supporting Information	Max Points
PR1	Demonstrated professional experience XXXX.  >36 months = 10 points >30 months up to 36 months = 8 points >24 months up to 30 months = 6 points >18 months up to 24 months = 4 points >12 months up to 18 months = 2 points ≤12 months = 0 points	<b>Project 3</b> Industry Canada – ABC Project September 2012 - December 2014 2 years 4 months  <b>Project 4</b> Industry Canada – 123 Project January 2010 - August 2012 2 years 8 months  <b>Total: 5 years</b>	<b>10 points</b>



Criteria #	<p align="center"><b>Stream 2 – Business Consulting/Change Management Services</b> <b>2.1 – Business Analyst – Senior</b></p> <p align="center"><b>Point Rated Criteria</b></p>	Required Supporting Information	Maximum Points
PR1	<p>Demonstrated professional work experience developing ten (10) of the following business and project management deliverables.</p> <ul style="list-style-type: none"> <li>a. Project charter = <b>2 points</b></li> <li>b. Mission/vision statement = <b>2 points</b></li> <li>c. Business proposal = <b>2 points</b></li> <li>d. Business case = <b>2 points</b></li> <li>e. Business rules = <b>2 points</b></li> <li>f. Data model = <b>2 points</b></li> <li>g. Business model = <b>2 points</b></li> <li>h. Business process design documentation = <b>2 points</b></li> <li>i. Functional specifications = <b>2 points</b></li> <li>j. Non-functional specifications = <b>2 points</b></li> <li>k. Use case documentation = <b>2 points</b></li> <li>l. Requirements traceability matrix = <b>2 points</b></li> <li>m. Risk registers/logs = <b>2 points</b></li> <li>n. Solution scope = <b>2 points</b></li> <li>o. Organizational readiness assessment = <b>2 points</b></li> <li>p. User documentation = <b>2 points</b></li> <li>q. Training documentation = <b>2 points</b></li> </ul> <p><b>Maximum = 20 points</b></p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Each project cited for any of the above deliverables must have a minimum duration of three (3) months.</li> <li>• Each bullet cited within a project in the résumé <b>must</b> follow the following format (PR1a to PR1q).</li> </ul> <p><b>10 deliverables = 20 points</b>  <b>9 deliverables = 18 points</b>  <b>8 deliverables = 16 points</b>  <b>7 deliverables = 14 points</b>  <b>6 deliverables = 12 points</b>  <b>5 deliverables = 10 points</b>  <b>4 deliverables = 8 points</b>  <b>3 deliverables = 6 points</b>  <b>2 deliverables = 4 points</b>  <b>1 deliverable = 2 points</b></p>	<p>Provide examples of projects for which the proposed resource has professional work experience developing the deliverables as outlined.</p> <p><i><b>For each deliverable cited, Bidders must provide a brief description and how it was developed.</b></i></p>	20 points
PR2	<p>Demonstrated professional work experience within the last twelve (12) years performing business analysis to define <b>and</b> document business needs into functional requirements.</p>	<p>Provide examples of projects for which the proposed resource has professional work</p>	10 points





	<p><b>&gt;9 years or more = 10 points</b>  <b>&gt;8 years up to 9 years = 8 points</b>  <b>&gt;7 years up to 8 years = 6 points</b>  <b>&gt;6 years up to 7 years = 4 points</b>  <b>&gt;5 years up to 6 years = 2 points</b>  <b>≤5 years = 0 points</b></p>	<p>experience performing business analysis to define and document business needs into functional requirements.</p> <p><b><i>To provide context, Bidders must include a description of the the steps taken in development of the functional requirements.</i></b></p>	
<b>PR3</b>	<p>Demonstrated professional work experience within the last twelve (12) years performing business process modelling using techniques such as:</p> <ol style="list-style-type: none"> <li>swim lane diagrams,</li> <li>decision diagrams,</li> <li>entity relationship diagrams,</li> <li>functional decomposition diagrams,</li> <li>use case diagrams</li> </ol> <p><b>&gt;9 years or more = 10 points</b>  <b>&gt;8 years up to 9 years = 8 points</b>  <b>&gt;7 years up to 8 years = 6 points</b>  <b>&gt;6 years up to 7 years = 4 points</b>  <b>&gt;5 years up to 6 years = 2 points</b>  <b>≤5 years = 0 points</b></p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>Each bullet cited within a project in the résumé <b>must</b> follow the following format (PR3a to PR3e).</li> <li>All items must be included in the technical response.</li> </ul>	<p>Provide examples of projects for which the proposed resource demonstrated professional work experience performing structured analysis in the development of activity models.</p> <p><b><i>To provide context, Bidders must outline the types of models developed and how they were utilized in the project.</i></b></p>	<b>10 points</b>
<b>PR4</b>	<p>Demonstrated professional work experience developing Business Requirements Documents (BRD).</p> <p><b>5 or more BRDs = 10 points</b>  <b>4 BRDs = 8 points</b>  <b>3 BRDs = 6 points</b>  <b>2 BRDs = 4 points</b>  <b>1 BRD = 2 points</b></p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>Each project cited for any of the above BRDs must have a minimum duration of three (3) months.</li> </ul>	<p>Provide examples of projects for which the proposed resource demonstrated professional work experience developing BRDs.</p> <p><b><i>To provide context, Bidders must outline the major sections of the BRD and the methods used to develop the BRD.</i></b></p>	<b>10 points</b>



<p><b>PR5</b></p>	<p>Demonstrated professional work experience organizing <b>and</b> leading working group workshops/meetings to gather user requirements.</p> <p><b>5 or more projects = 10 points</b>  <b>4 projects = 8 points</b>  <b>3 projects = 6 points</b>  <b>2 projects = 4 points</b>  <b>1 project = 2 points</b></p>	<p>Provide examples of projects for which the proposed resource demonstrated professional work experience organizing and leading workshops/meetings to gather user requirements.</p> <p><i><b>In each project cited in the proposed resource's résumé, Bidders must outline the steps taken before, during and after the requirements gathering workshops.</b></i></p>	<p><b>10 points</b></p>
<p><b>PR6</b></p>	<p>Demonstrated professional work experience participating and contributing to the development of a Treasury Board Submissions (Preliminary Project Approval – PPA or Effective Project Approval – EPA).</p> <p><b>1 project = 5 points</b></p> <p><b>Note:</b> The project cited must have a minimum duration of three (3) months.</p>	<p>Provide a project example for which the proposed resource participating and contributed to the development of a Treasury Board submission.</p> <p><i><b>To provide context, Bidders must include a description of the component of the TB submission that was developed and the role that the Senior Business Analyst performed.</b></i></p>	<p><b>5 points</b></p>
<p><b>Pass Mark 80%</b>  <b>Point Rated Resource Requirements Total</b></p>			<p><b>= 52 points</b>  <b>= 65 points</b></p>



### MANDATORY EVALUATION CRITERIA

#### TSPS Category: 2.1 Business Analyst– Intermediate

#### INSTRUCTIONS

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

Bidders **MUST** provide **ONLY** the following information in their technical grid response to the mandatory resource criteria listed below. Failure to follow the instructions will render the proposal **NON-COMPLIANT**.

- Project #
- Client Organization/Project Name
- Duration (month/year to month/year)
- Total level of work effort (# years/# months)
  - Bidders **MUST** account for all overlapping projects and ensure that the level of work effort is accurate.

**NOTE:** For evaluation purposes, each of the mandatory criteria numbers (#'s) **MUST** be mapped to the specific corresponding line items (**not at the summary level**) within the cited projects of the proposed resource's résumé or the proposal will be deemed **NON-COMPLIANT**.

#### TECHNICAL GRID EXAMPLE:

Criteria #	Stream # – Stream Name Resource Category Name - Level X  Mandatory Criteria	Required Supporting Information
M1	The proposal must demonstrate that the proposed resource has greater than two (2) years professional work experience developing XXXXXX.	<p><b>Project #</b> Innovation, Science and Economic Development Canada – XYZ Project January 2015 – May 2015 5 months</p> <p><b>Project #</b> Innovation, Science and Economic Development Canada – ABC Project September 2012 - December 2014 2 years 4 months</p> <p><b>Total: 2 years 9 months</b></p>

**NOTE:** For corporate and/or resource references, Bidders must follow the instructions found in each of the criteria.



Criteria #	<p align="center"><b>Stream 2 – Business Consulting/Change Management Services</b> <b>2.1 – Business Analyst – Intermediate</b></p> <p align="center"><b>Mandatory Criteria</b></p>	Required Supporting Information
<p><b>M1</b></p>	<p>If the proposed resource has been contracted at Innovation Science and Economic Development (formerly Industry Canada) within the last five (5) years, the Bidder must provide the following information for reference checking purposes:</p> <ul style="list-style-type: none"> <li>• Innovation, Science and Economic Development (formerly Industry Canada) client/project authority name,</li> <li>• telephone number /email</li> </ul> <p>In the event that the Innovation, Science and Economic Development (formerly Industry Canada) reference check outlines that the proposed resource’s contract was terminated for non-performance, the criterion will be deemed non-compliant and no further consideration will be given to the Bidder’s technical proposal.</p> <p><b>and</b></p> <p>In the event that the proposed resource indicates that they were contracted by ISED, the Bidder <b>MUST</b> indicate the resource category for which the proposed resource was contracted under. If the information provided varies from that which is validated by ISED, no further consideration will be given to the Bidder’s technical proposal.</p>	<p>If the proposed resource has been contracted by Innovation, Science and Economic Development (formerly Industry Canada) within the last five (5) years, provide:</p> <ul style="list-style-type: none"> <li>• Innovation, Science and Economic Development (formerly Industry Canada) client/project authority name,</li> <li>• telephone number /email</li> </ul> <p>If the proposed resource has NOT been contracted by Innovation, Science and Economic Development (formerly Industry Canada) within the last five (5) years, nothing is required for M6.</p>
<p><b>M2</b></p>	<p>The Bidder must provide two (2) client references within the last five (5) years for <b>separate and distinct</b> Government of Canada (GoC) departments and/or agencies and/or crown corporations where the proposed resource in the role of a business analyst performed tasks and services similar to that outlined in Annex A – Statement of Work.</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• In the event that the proposed resource has been on contracted to the same GoC organization within the last five (5) year period then two (2) separate project references will be accepted.</li> <li>• Each client reference cited must have a duration greater than six (6) months.</li> </ul> <p>Each client reference cited must include the following information:</p> <ul style="list-style-type: none"> <li>• the client organization;</li> <li>• the project name;</li> <li>• contract start and end dates;</li> </ul>	<p>Provide examples of 2 client references for which the proposed resource performed business analyst tasks and services similar to that outlined in Annex A – Statement of Work.</p>



	<ul style="list-style-type: none"> <li>• level of work effort;</li> <li>• a <b>brief description</b> of the work performed; and</li> <li>• the GoC client             <ul style="list-style-type: none"> <li>○ (employee) name,</li> <li>○ title</li> <li>○ telephone number and/or email address of the client’s technical/project authority or authorized representative.</li> <li>○</li> </ul> </li> </ul>	
<b>M3</b>	The proposed resource must have greater than four (4) years professional work experience gathering business user requirements.	<p>Provide examples of projects for which the proposed resource has professional work experience gathering business user requirements.</p> <p><b><i>To provide context, Bidders must outline the method/techniques used to gather requirements.</i></b></p>
<b>M4</b>	The proposed resource must have greater than four (4) years professional work experience analyzing <b>and</b> documenting “as-is” and “to-be” states.	<p>Provide examples of projects for which the proposed resource has professional work experience analyzing and documenting “as-is” and “to-be” states.</p> <p><b><i>To provide context, Bidders must outline the methods used to analyze and document the “as-is” and “to-be” states. In addition, a brief description of results of the “as-is” and “to-be” analysis is required.</i></b></p>
<b>M5</b>	The proposed resource must have greater than four (4) years professional work experience performing gap analysis.	<p>Provide examples of projects for which the proposed resource has professional work experience performing gap analysis.</p> <p><b><i>To provide context, Bidders must provide a description of the results of the gap analysis and how the results were achieved.</i></b></p>



**FLEXIBLE GRID EVALUATION CRITERIA**

**TSPS Category: 2.1 Business Analyst– Intermediate**

In order to qualify for the rating process, proposals MUST respond to the following flexible grid criteria IN THE ORDER SHOWN. Any proposal which fails to achieve an overall minimum pass mark of 80 points will be eliminated from further consideration.

Criteria #	Stream 2 – Business Consulting/Change Management Services 2.1 – Business Analyst – Intermediate	Required Supporting Information	Max Points
FG1	<p><b>Level of Education attained from an accredited institution.</b></p> <ul style="list-style-type: none"> <li>• College or CEGEP Diploma/ Certificate = <b>25 points</b></li> <li>• University (PhD, Graduate, Undergraduate degree) = <b>35 points</b></li> </ul>	<p>Bidders <b>must</b> include a copy of the diploma or degree in their proposal.</p>	<p><b>35 points</b></p>
FG2	<p><b>Certification</b> - The proposed resource possess one of the following business analysis certifications in good standing.</p> <ul style="list-style-type: none"> <li>• IIBA- (International Institute of Business Analysis)               <ul style="list-style-type: none"> <li>○ CCBA– Certification of Competency in Business Analysis);</li> <li>○ CBAP– Certified Business Analysis Professional);</li> </ul> </li> <li>• PMI-PBA (Professional Management Institute-Professional in Business Analysis);</li> <li>• Six Sigma Certification;               <ul style="list-style-type: none"> <li>○ Certified Lean Six Sigma – Black Belt;</li> <li>○ Certified Lean Six Sigma – Green Belt.</li> </ul> </li> <li>• Other recognized business analysis certifications from accredited educational institutions.</li> </ul>	<p>Bidders <b>must</b> include a copy of the certification in their proposal.</p>	<p><b>15 points</b></p>
FG3	<p><b>Professional Work Experience</b> - Demonstrated professional work experience as a Business Analyst as per the TSPS SA resource category description and experience requirements.</p> <p>≥10 years = <b>65 points</b>            ≥8 years and &lt;10 years = <b>55 points</b>            ≥6 years and &lt;8 years = <b>35 points</b>            ≥4 years and &lt;6 years = <b>30 points</b>            ≥2 years and &lt;4 years = <b>20 points</b>            ≥1 year and &lt;2 years = <b>15 points</b></p> <p>Provide examples of projects for which the proposed resource has professional work experience as a Business Analyst.</p>	<p>Provide examples of projects for which the proposed resource has professional work experience as a Business Analyst.</p>	<p><b>65 points</b></p>
<p><b>TSPS minimum pass mark required Intermediate Business Analyst - Flex Grid Sub-total</b></p>		<p><b>= 80 points = 115 points</b></p>	



## POINT-RATED EVALUATION CRITERIA

### TSPS Category: 2.1 Business Analyst– Intermediate

In order to qualify for the rating process, proposals **MUST** respond to the following rated requirements **IN THE ORDER SHOWN**. Any proposal which fails to achieve an overall minimum technical rating of 80% will be eliminated from further consideration.

### INSTRUCTIONS

In order to qualify for the rating process, proposals **MUST** respond to the following rated requirements **IN THE ORDER SHOWN**. Any proposal which fails to achieve an overall minimum technical rating of 80% will be eliminated from further consideration.

Bidders **MUST** respond to the following point-rated evaluation criteria **IN THE ORDER SHOWN**. Any proposal which fails to meet all of the mandatory criteria and the minimum pass mark on the Flexible grid will be eliminated from further consideration.

Bidders **MUST** provide **ONLY** the following information in their technical response to the point-rated resource criteria listed below:

- Project #
- Client Organization/Project Name
- Duration (month/year to month/year)
- Total level of work effort (# years/# months)

**NOTE:** For evaluation purposes, the point rated criteria #'s **MUST** be mapped to the specific line items in the body of the cited projects that demonstrate each of the criteria within the proposed resource's résumé in the Bidder's technical proposal response.

### TECHNICAL GRID EXAMPLE:

Criteria #	Stream # – Stream Name Resource Category Name - Level X  Point Rated Criteria	Required Supporting Information	Max Points
PR1	Demonstrated professional experience XXXX.  >36 months = 10 points >30 months up to 36 months = 8 points >24 months up to 30 months = 6 points >18 months up to 24 months = 4 points >12 months up to 18 months = 2 points ≤12 months = 0 points	<b>Project 3</b> Industry Canada – ABC Project September 2012 - December 2014 2 years 4 months  <b>Project 4</b> Industry Canada – 123 Project January 2010 - August 2012 2 years 8 months  <b>Total: 5 years</b>	<b>10 points</b>



Criteria #	Stream 2 – Business Consulting/Change Management Services 2.1 – Business Analyst – Intermediate	Required Supporting Information	Maximum Points
PR1	<p>Demonstrated professional work experience developing ten (10) of the following business and project management deliverables.</p> <ul style="list-style-type: none"> <li>a. Project charter = <b>2 points</b></li> <li>b. Mission/vision statement = <b>2 points</b></li> <li>c. Business proposal = <b>2 points</b></li> <li>d. Business case = <b>2 points</b></li> <li>e. Business rules = <b>2 points</b></li> <li>f. Data model = <b>2 points</b></li> <li>g. Business model = <b>2 points</b></li> <li>h. Business process design documentation = <b>2 points</b></li> <li>i. Functional specifications = <b>2 points</b></li> <li>j. Non-functional specifications = <b>2 points</b></li> <li>k. Use case documentation = <b>2 points</b></li> <li>l. Requirements traceability matrix = <b>2 points</b></li> <li>m. Risk registers/logs = <b>2 points</b></li> <li>n. Solution scope = <b>2 points</b></li> <li>o. Organizational readiness assessment = <b>2 points</b></li> <li>p. User documentation = <b>2 points</b></li> <li>q. Training documentation = <b>2 points</b></li> </ul> <p><b>Maximum = 20 points</b></p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Each project cited for any of the above deliverables must have a minimum duration of three (3) months.</li> <li>• Each bullet cited within a project in the résumé <b>must</b> follow the following format (PR1a to PR1q).</li> </ul> <p><b>10 deliverables = 20 points</b>  <b>9 deliverables = 18 points</b>  <b>8 deliverables = 16 points</b>  <b>7 deliverables = 14 points</b>  <b>6 deliverables = 12 points</b>  <b>5 deliverables = 10 points</b>  <b>4 deliverables = 8 points</b>  <b>3 deliverables = 6 points</b>  <b>2 deliverables = 4 points</b>  <b>1 deliverable = 2 points</b></p>	<p>Provide examples of projects for which the proposed resource has professional work experience developing the deliverables as outlined.</p> <p><i><b>For each deliverable cited, Bidders must provide a brief description and how it was developed.</b></i></p>	<p><b>20 points</b></p>
PR2	<p>Demonstrated professional work experience within the last twelve (12) years performing business analysis to define <b>and</b> document business needs into functional requirements.</p> <p><b>&gt;9 years or more = 10 points</b>  <b>&gt;8 years up to 9 years = 8 points</b></p>	<p>Provide examples of projects for which the proposed resource has professional work experience performing business analysis to define and document</p>	<p><b>10 points</b></p>





	<p><b>&gt;7 years up to 8 years = 6 points</b>  <b>&gt;6 years up to 7 years = 4 points</b>  <b>&gt;5 years up to 6 years = 2 points</b>  <b>≤5 years = 0 points</b></p>	<p>business needs into functional requirements.</p> <p><b><i>To provide context, Bidders must include a description of the the steps taken in development of the functional requirements.</i></b></p>	
<b>PR3</b>	<p>Demonstrated professional work experience within the last twelve (12) years performing business process modelling using techniques such as:</p> <ol style="list-style-type: none"> <li>swim lane diagrams,</li> <li>decision diagrams,</li> <li>entity relationship diagrams,</li> <li>functional decomposition diagrams,</li> <li>use case diagrams</li> </ol> <p><b>&gt;9 years or more = 10 points</b>  <b>&gt;8 years up to 9 years = 8 points</b>  <b>&gt;7 years up to 8 years = 6 points</b>  <b>&gt;6 years up to 7 years = 4 points</b>  <b>&gt;5 years up to 6 years = 2 points</b>  <b>≤5 years = 0 points</b></p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>Each bullet cited within a project in the résumé <b>must</b> follow the following format (PR3a to PR3e).</li> <li>All items must be included in the technical response.</li> </ul>	<p>Provide examples of projects for which the proposed resource demonstrated professional work experience performing structured analysis in the development of activity models.</p> <p><b><i>To provide context, Bidders must outline the types of models developed and how they were utilized in the project.</i></b></p>	<b>10 points</b>
<b>PR4</b>	<p>Demonstrated professional work experience developing Business Requirements Documents (BRD).</p> <p><b>5 or more BRDs = 10 points</b>  <b>4 BRDs = 8 points</b>  <b>3 BRDs = 6 points</b>  <b>2 BRDs = 4 points</b>  <b>1 BRD = 2 points</b></p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>Each project cited for any of the above BRDs must have a minimum duration of three (3) months.</li> </ul>	<p>Provide examples of projects for which the proposed resource demonstrated professional work experience developing BRDs.</p> <p><b><i>To provide context, Bidders must outline the major sections of the BRD and the methods used to develop the BRD.</i></b></p>	<b>10 points</b>
<b>PR5</b>	<p>Demonstrated professional work experience organizing <b>and</b> leading working group workshops/meetings to gather user requirements.</p> <p><b>5 or more projects = 10 points</b></p>	<p>Provide examples of projects for which the proposed resource demonstrated professional work experience organizing</p>	<b>10 points</b>



	<p><b>4 projects = 8 points</b>  <b>3 projects = 6 points</b>  <b>2 projects = 4 points</b>  <b>1 project = 2 points</b></p>	<p>and leading workshops/meetings to gather user requirements.</p> <p><i><b>In each project cited in the proposed resource's résumé, Bidders must outline the steps taken before, during and after the requirements gathering workshops.</b></i></p>	
<b>PR6</b>	<p>Demonstrated professional work experience participating and contributing to the development of a Treasury Board Submissions (Preliminary Project Approval – PPA or Effective Project Approval – EPA).</p> <p><b>1 project = 5 points</b></p> <p><b>Note:</b> The project cited must have a minimum duration of three (3) months.</p>	<p>Provide a project example for which the proposed resource participating and contributed to the development of a Treasury Board submission.</p> <p><i><b>To provide context, Bidders must include a description of the component of the TB submission that was developed and the role that the Senior Business Analyst performed.</b></i></p>	<b>5 points</b>
<b>Pass Mark 80%</b>			<b>= 52 points</b>
<b>Point Rated Resource Requirements Total</b>			<b>= 65 points</b>



### ANNEX C, BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

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 ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days\_worked = \frac{Hours\_Worked}{7.5\_hours\_per\_day}$$

#### CONTRACT PERIOD:

			Initial Contract Period (Date of Contract to February 27, 2023)		
	(B)	(C)	(D)	(E)	(F)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	Total Cost D x [E - (ExF)]
2.1 – Business Analyst	Senior		260	\$	\$
2.1 – Business Analyst	Intermediate		260	\$	\$
<b>Total Estimated Initial Contract Cost:</b>					<b>\$ &lt;TBD&gt;</b>

#### OPTION PERIOD 1:

			Option Period 1 (February 28, 2023 to February 27, 2024)		
	(B)	(C)	(D)	(E)	(F)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	Total Cost D x [E - (ExF)]
2.1 – Business Analyst	Senior		260	\$	\$
2.1 – Business Analyst	Intermediate		260	\$	\$
<b>Total Estimated Initial Contract Cost:</b>					<b>\$ &lt;TBD&gt;</b>

#### OPTION PERIOD 2:

			Option Period 2 (February 28, 2024 to February 27, 2025)		
	(B)	(C)	(D)	(E)	(F)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	Total Cost D x [E - (ExF)]
2.1 – Business Analyst	Senior		260	\$	\$
2.1 – Business Analyst	Intermediate		260	\$	\$
<b>Total Estimated Initial Contract Cost:</b>					<b>\$ &lt;TBD&gt;</b>



**OPTION PERIOD 3:**

							Option Period 3 (February 28, 2025 to February 27, 2026)
	(B)	(C)	(D)	(E)	(F)	(G)	
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	% Discount	<b>Total Cost</b> <b>D x [E - (ExF)]</b>	
2.1 – Business Analyst	Senior		260	\$	N/A	\$	
2.1 – Business Analyst	Intermediate		260	\$	N/A	\$	
<b>Total Estimated Initial Option 3 Cost:</b>						<b>\$ &lt;TBD&gt;</b>	

**OPTION PERIOD 4:**

							Option Period 4 (February 28, 2026 to February 27, 2027)
	(B)	(C)	(D)	(E)	(F)	(G)	
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	% Discount	<b>Total Cost</b> <b>D x [E - (ExF)]</b>	
2.1 – Business Analyst	Senior		260	\$	N/A	\$	
2.1 – Business Analyst	Intermediate		260	\$	N/A	\$	
<b>Total Estimated Initial Option 4 Cost:</b>						<b>\$ &lt;TBD&gt;</b>	

Total Estimated Cost: \$ \_\_\_\_\_



## ANNEX D – BASIS OF SELECTION

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria.

The Method of Selection to issue the resulting Contract is the technically responsive proposal that obtains the highest combined rating of technical merit and price and will be calculated as indicated in Supplier Selection Method below.

### 1.1 SUPPLIER SELECTION METHOD

The contractor will be selected on the basis of the highest responsive combined rating of technical merit and price. The total proposal rating of each proposal will be calculated as follows:

#### Rating of Technical Proposal

$$\frac{\text{Total Technical Points}}{\text{Maximum Technical Points}} \times 80 \text{ points}$$

#### Rating of Financial Proposal

$$\frac{\text{Lowest Total Estimated Cost of all Technically Compliant Bidders}}{\text{All other Total Estimated Cost of Individual Supplier bids}} \times 20 \text{ points}$$

#### Total Proposal Rating

Total Proposal Rating = Technical rating + Financial Rating.



ANNEX E, SECURITY REQUIREMENTS CHECK LIST

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SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Innovation, Science and Economic Development / Innovators Experience Branch (IxBr)		Innovators Experience Branch (IxBr)	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Innovator's Experience Branch (IxBr) requires the services of intermediate and senior business analysts to work on Innovation Canada branches' initiatives. They may be responsible for gathering, analyzing and validating business requirements associated with projects related to the business environments of Innovation Canada. The analysts will work in conjunction with the project team, their stakeholders and the Digital Transformation Service Sector. They may also be tasked with assisting the business client navigate the stage-gate process and assist in the development of artifacts required at the different stages.			
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  No  Yes  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui  
 If Yes, indicate the level of sensitivity: [REDACTED]  
 Dans l'affirmative, indiquer le niveau de sensibilité : [REDACTED]

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  No  Yes  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Non  Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel : [REDACTED]  
 Document Number / Numéro du document : [REDACTED]

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |  |  |
|---|---|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITE | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input checked="" type="checkbox"/> SECRET<br>SECRET | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT          | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET  | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMBLEMES                  |   |  |  |

Special comments: [REDACTED]  
Commentaires spéciaux : [REDACTED]

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  No  Yes  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  Non  Oui  
 If Yes, will unscreened personnel be escorted?  No  Yes  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  No  Yes  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  No  Yes  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  No  Yes  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  No  Yes  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  No  Yes  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  Non  Oui

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				CONFIDENTIEL
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





**ANNEX F, BID SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>		
<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]  [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes_____ No _____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes_____ No _____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
<b>Security Clearance Level of Bidder</b>  [include both the level and the date it was granted]  [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the		



security clearance is not valid for the Bidder.]		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ol>		
Signature of Authorized Representative of Bidder		



**ANNEX G, TASK AUTHORIZATION FORM**

**AUTHORIZATION OF SERVICES TO BE PERFORMED  
ON AN AS-AND-WHEN-REQUESTED BASIS**

Contractor:		Contract No.:	
CAS Commitment No.:		GST Financial Code:	
Task Authorization No.:		Date:	
<b>1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED</b>			
<b>2.0 PERIOD OF SERVICES</b>			
From:		To:	
<b>3.0 SERVICES TO BE PERFORMED FOR: (LOCATION / ADDRESS)</b>			
<b>4.0 AUTHORITIES</b>			
		Responsibility Centre:	
<b>5.0 COST</b>			
<b>Category and Level of Personnel</b>	<b>Per Diem Rate</b>	<b>No. of Days to Perform the Tasks/Work</b>	<b>Total</b>
			\$
		<b>GST/HST</b>	\$
		<b>TOTAL</b>	\$
<p>You are requested 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 services listed herein and on any attached sheets at the price set out therefor.</p>			
<b>6.0 SIGNATURES</b>			
<b>Contracting Authority:</b>		<b>Signature:</b>	
<p>Check Either Option <b>(To be filled out by Supplier)</b>  <input type="checkbox"/> I accept this task authorization. <b>The proposed contractor is:</b>  <input type="checkbox"/> I do not accept this task authorization because _____</p>			
<b>Name of Contractor authorized to sign (type or print):</b>		<b>Title of Contractor authorized to sign (type or print):</b>	<b>Date:</b>
<b>Signature:</b>			



### ANNEX H - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) - Labour's website

[http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.173410787.154425323.1406223033](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.173410787.154425323.1406223033).

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).



**ANNEX I – COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

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

- a. fully vaccinated against COVID-19; or
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, 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 Government of Canada’s 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 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 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.