Request for Proposal: ISED201286

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

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

Email: stefany.lauzon@ised-isde.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Innovation, Science and Economic Development Canada

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

Proposition aux: Innovation, Sciences et Développement économique Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes cijointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein Instructions: Voir aux présentes

Comments - Commentaires

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Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada Accelerated Growth Service 235 Queen Street Ottawa, Ontario, K1A 0H5

Title - Sujet				
Global Hypergrowth Passport Account Executives				
Solicitation No. – N° de l'invitation	Date			
ISED-201286	April 11, 2022			
Solicitation Closes – L'invitation prend fin	Time Zone			
•	Fuseau horaire			
at - 11:59 PM	Factoria Davidinist			
on – May 23, 2022	Eastern Daylight			
	Time (EDT)			
F.O.B F.A.B.				
Plant-Usine: ☐ Destination: X Other-Autre: ☐				
Address Inquiries to : - Adresser toutes questions	, à.			
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873-455-2186 Postination of Goods Services and Construction:				
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :				
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See Herein				
Précisé dans les présentes				
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Delivery required - Livraison exigée	Delivered Offered – Livraison proposée	
Vendor/firm Name and address	iooouwida Pontwonwoneuw	
Raison sociale et adresse du fourn	isseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone		
Name and title of person authorized to sign on behalf of Vendor/firm		
(type or print)- Nom et titre de la personne autorisée à	signer au nom du fournisseur/de	
l'entrepreneur (taper ou écrire en carac	tères d'imprimerie)	
Signature	Date	

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF

Account Executives

FOR

Accelerated Growth Service

ISED-201286

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other 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 Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

1.2 Summary

1.2.1

The Accelerated Growth Service (AGS) is soliciting bids for Global Hypergrowth Passport (GHP) Account Executives to provide client advisory services to aid clients in accessing government and partner-led programs, for a period commencing from the date of Contract award to March 31, 2024 and one (1) option year from April 1, 2024 to March 31, 2025.

Designed in collaboration with a number of federal departments and the private sector, and guided by the Own the Podium recommendations put forth by Canada's Economic Strategy Tables, the Accelerated Growth Service (AGS) is planning to pilot a new scaling service named the Global Hypergrowth Passport in the coming year. We're looking to pilot a new level of service within the government to help Canada's high-growth firms navigate support seamlessly. You'll lead on developing comprehensive growth and service plans, help expedite applications and make connections, to help companies scale faster and easier than ever before. Bids will be assessed on the top scoring individuals. As many as five individuals will be selected for contract award. These individuals may come from as many as five different bidders. A responsive bid may comprise of multiple individuals; each individual within a given bid will be scored separately. If a bidder would like to submit a single bid consisting of multiple candidates, please submit CVs, mandatory criteria, and point rated criteria for each candidate. The bids comprising of the selected individuals will be awarded a contract, but will be adjusted to only include selected candidates.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-GPA).

1.2.2

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2.3

The requirement is limited to Canadian services.

1.2.4

There is an optional bidders' conference and site visit associated with this requirement where personnel security screening is required prior to gaining access to PROTECTED information, assets or sites. Consult Part 2 – Bidder Instructions.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 calendar days



2.2 Submission of Bids

Bids must be submitted only to Accelerated Growth Service by the date, time and place indicated on page 1 of the bid solicitation.

Electronic proposals must have separate files attached for each section as detailed in Part 3 – Bid Preparation Instructions. The subject line must be in the following format: Subject Line: Proposal for RFP# ISED-201286. Total email file size cannot exceed 7MB. If passwords are used for these documents, the password must be sent by the date and time indicated on page 1 of the bid solicitation. The instructions may be sent in a separate email and should include as a minimum the password, the solicitation number and the Bidder's information.

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

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

Failure to comply with 2.2. will be grounds for disqualification and proposal will not be evaluated.

2.3 **Former Public Servant**

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

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- 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.

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

Former Public Servant in Receipt of a Pension

•		•	•	
Yes ()	No ()			

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

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

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

By providing this information, bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes (No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority as of April 11, 2022 and no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



2.5 **Applicable Laws**

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

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

2.6 Improvement of Requirement During Solicitation Period

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

2.7 **Mandatory Site Visit**

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

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.

2.8 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.

2.9 Basis for Canada's Ownership of Intellectual Property

Accelerated Growth Service has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will remain with Innovation, Science and Economic Development Canada.

2.10 **Bid Challenge and Recourse Mechanisms**

- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

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c. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

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

Canada requests that bidders sent all their bids electronically.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

Section II: Financial Bid

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

Canada requests that bidders:

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

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

Option 1:

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

- () VISA Acquisition Card
- () MasterCard Acquisition Card
- () Direct Deposit (Domestic and International)
- () Electronic Data Interchange (EDI)
- () Wire Transfer (International Only)
- () Large Value Transfer System (LVTS) (Over \$25M)

Option 2:

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

3.1.1 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

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



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

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

Certain costs associated with the work to be carried out, as stated in Appendix A – Statement of Work, must be provided as per diem rates while others must be provided as milestone cost prices. The Pricing Schedules below identifies the costing components and identifies whether the Bidder must provide per diem rates or milestone cost prices.

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

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

	PRICING SCHEDULE – PROFESSIONAL FEES				
1	Period 1 – Date of Contract Award – March 31, 2024				
		Name of Proposed Resource(s)	All-inclusive fixed Per Diem Rate	Total (CAD)	
1a	Bidder Instructions: Insert a row for each proposed resource				
	Pricing Schedule 1 Total PD1Average (excluding tax): \$				

	PRICING SCHEDULE - PROFESSIONAL FEES			
1	Option Period 1 -	- April 1, 2024 – March	31, 2025	
		Name of Proposed Resource(s)	All-inclusive fixed Per Diem Rate	Total (CAD)
1a	Bidder Instructions: Insert a row for each proposed resource			
	Pricing Schedule 1 Total PD1Average (excluding tax): \$			

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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 E - Bid Evaluation Criteria.

b. 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.

c. Reference Checks:

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail or by telephone. Canada will send all email reference check requests or telephone information provided 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 un- less 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 timefor 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 Bidderitself (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.

4.1.2 Joint Venture Experience

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

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

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

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

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

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

- Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture. that show in total 100 billable days.

d. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.1.3 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.4 Point Rated Technical Criteria

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

4.1.5 Financial Evaluation

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

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

4.2 Basis of Selection – Highest Combined Rating of Technical Merit 45%, Financial Merit 20% and Interview Criteria 35%

- **4.2.1** To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all the mandatory evaluation criteria; and
 - c. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- **4.2.2** Bids not meeting 4.5.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- **4.2.3** The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): PSi = LP / Pi x 20. Pi is the evaluated price (P) of each responsive bid (i).
- 4.2.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):TMSi = OSi x 80. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
- **4.2.5** The combined rating (CR) of technical merit, financial and up to the top 10 candidates for the interview of each responsive bid (i) will be determined as follows: CRi = FSi + TMSi + IMSi .
- **4.2.6** The responsive bid with the highest combined rating of technical merit, financial and interview will be recommended for award of a contract between 0 and 4 bids. It is possible for a bidder to be awarded more than 1 position. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

ATTACHMENT 1 to PART 4 - TECHNICAL CRITERIA

Mandatory Technical Criteria

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Canada may decide to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

The Bidder must submit a detailed CV of their proposed resource(s) demonstrating that each proposed resource meets the minimum mandatory requirements (references, educational, and work experience) as per the flexible grid found in Table 1 below.

NO	Mandatory Technical Criterion	Compliant (Yes / No)
MT1	The proposed resource <u>must</u> supply a minimum of 2 professional references for work completed within the last five (5) years. The Bidder <u>must</u> provide the following information for reference checking purposes:	(1637140)
	 Reference Name Employer Job Title Telephone number /email 	
	If the proposed resource has been contracted at Industry Canada (IC)/Innovation Science and Economic Development (ISED) within the last five (5) years, the Bidder must provide the following information for reference checking purposes:	
	 IC/ISED client/project authority name, telephone number /email 	
	In the event that the Industry Canada/Innovation, Science and Economic Development 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.	
	NOTE: Failure on the part of the Bidder to provide accurate and current contact information may result in the Bidder's proposal being deemed non-compliant and being given no further consideration in the evaluation process. The onus is on the Bidder to provide current and accurate client reference information.	
MT2	The Bidder <u>must</u> demonstrate in their proposal that the proposed resource possesses the required qualifications by providing a detailed resumé stating the proposed individual's work experience and other relevant details, which clearly indicate that the individual meets the minimum years of related experience in the Public Sector.	
	The proposed resource <u>must</u> have greater than (>) two (2) years professional work experience either: i) in the Public Sector at a Senior level providing industry with services or funding or ii) in a government relations role.	

	The candidate will display experience:				
	The candidate will display experience.				
	a. Understanding how government works and the confidence, as well				
	as the network, to be able to reach deep into various government				
	departments and open up doors that clients cannot open on their				
	own.				
	 b. Performing interdepartmental/government relations and be skilled at creating opportunities 				
	c. Building both senior level and working level relationships to achieve				
	organization-defined successes				
	d. Successfully navigating various organizations, departments,				
	agencies, and their hierarchies with tact and diplomacy				
MT3	The Bidder <u>must</u> demonstrate in their proposal that the proposed resource possesses the required qualifications by providing a detailed resumé stating the proposed individual's work experience and other relevant details, which clearly indicate that the individual meets the minimum 3 years of related experience in the Private Sector.				
	The proposed resource <u>must</u> have professional work experience: working for or supporting high growth firms in the Private Sector at a senior level and display experience:				
	 a. Understanding how to scale a company and the confidence, as well as the network, to assist scaling firms access capital and Government services that clients can't get on their own. b. Ability to assess a company's situation and challenges and work with the client to overcome challenges related to accessing talent, financing, mentorship and key services. c. Successfully navigating various organizations, departments, agencies and their hierarchies with tact and diplomacy 				
MT4	The proposed resource <u>must</u> have greater than (>) fifteen (15) years' of relevant professional work experience.				
MT5	The proposed resource <u>must</u> possess a technical, business or similar relevant degree (Bachelor or above) obtained from a recognized college or university.				
MT6	The proposed resource must state whether their experience is in Cleantech, Biotech, Digital and/or other industry sectors.				
	Note: The proposed Cleantech resource <u>must</u> have greater than (>) five (5) years experience working for or supporting firms in the cleantech ¹ sector				

¹ Definition of Cleantech: Clean technology is any process, product or service that reduces environmental impacts through:

[•] Environmental protection activities that prevent, reduce or eliminate pollution or any other degradation of the environment.

[•] Resource management activities that result in the more efficient use of natural resources, thus safeguarding against their depletion.

[•] The use of goods that have been adapted to be significantly less energy or resource intensive than the industry standard.

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NOTE:	
Each bullet cited within a project in the resumé <u>must</u> follow the following format (MT1, MT2, etc.).	

Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Any proposal which fails to achieve the required minimum score will be eliminated from further consideration. To be further evaluated, the bidder's proposal must achieve an overall minimum technical rating of 70% (68% for Cleantech stream).

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.

Each point-rated technical criterion should be addressed separately.

The proposal must select either Public Sector or Private Sector experience as their Primary Sector in RT1. RT2 experience must then reference the type of experience not selected in RT1. For example, if the proposal references Private Sector experience in RT1 it must then reference Public Sector experience in RT2 (and vice versa).



	 a. Supporting rapid growth and scaling, including relevant functional leadership and planning and experience/expertise contributing to significant growth in operations, finance, product development capacity, human resources, etc. (0-10 points) b. Helping to create an environment that supports bold thinking, experimentation and intelligent risk-taking (0-5 points) c. Ability to establish trusted relationships with senior management and other stakeholders (0-5 points) The proposal must select either Public Sector or Private Sector experience as their Primary Sector in RT1. RT2 experience must then reference the type of experience not selected in RT1. For example, if the proposal references Private Sector experience in RT1 it must then reference Public Sector experience in RT2 (and vice versa). 	20 points
	Points within the range will be awarded based on the relevance and level of the candidate's experience.	
RT3	Demonstrates professional work experience displaying the following: 1. History of High Performance a. Proof of consistently exceeding targets/objectives b. Demonstrated a high level of teamwork in all activities c. Strong negotiation skills with the discipline to achieve consensus and agreements d. A proven track record in building strong client relationships e. Being comfortable in a dynamic and fluid environment (0-10 points) 2. Extensive experience leading through influence a. Ability to lead without command but rather by tactful persuasion and building team consensus (0-5 points) 3. Demonstrated a high level of teamwork in all activities. Works effectively and cooperatively with internal groups, teams, and clients. (0-5 points) Points within the range will be awarded based on the relevance and level of the candidate's experience.	20 points
RT4	Optional Rated Criteria for candidate's applying to Cleantech stream only. Specific to the Canadian cleantech sector, demonstrates a thorough knowledge and/or understanding of: a. Key clean technologies and/or pathways necessary to reduce Canada's carbon emission. (0-10 points) b. Challenges faced by Canadian cleantech companies seeking to scale up domestically. (0-5 points) c. Domestic and international opportunities for the deployment and commercialization of clean technologies. (0-5 points) Demonstrates a strong network of stakeholders in the cleantech ecosystem. (0-5 points)	25 points

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Points within the range will be awarded based on the relevance and level of the candidate's experience.		
Pass Mark Point Rated Resource Requirements		= 70 points = 100 points
For Cleantech Stream Pass For Cleantech Stream		= 85 points = 125 points

Point Rated Interview Criteria

Following the Technical Evaluation, up to the top 10 candidates will be invited to take part in an interview with the Evaluation Committee (with a procurement representative present). The Evaluation Committee will score each candidate out of a maximum of 60 points. The interview questions to be asked to each candidate are as follows:

NO	Point-Rated Interview Criteria	Maximum Points
IT1	Describe your work experience and background. Describe your short-term and long-term goals.	5 points
IT2	Why are you interested in working with the Accelerated Growth Service as an Account Executive?	5 points
IT3	Knowledge of business development and client relationship management / Conceptual and Analytical Ability: Tell us about an experience where you were involved with helping a scaling firm develop new business opportunities either through the development of new products or services, or entering into new markets. What role did you play? What was your approach? What, if any, partners were involved in the process? What successes did you play a meaningful role in? What steps did you take to identify what was not working well? What did you do to improve things? What challenges did you encounter in improving things? What was the outcome of your efforts? What would you do again, if the scenario were repeated?	10 points
IT4	Knowledge of leading change in Government and client relationship management / Conceptual and Analytical Ability: Tell us about an experience where you were involved with ONE of the following scenarios: developing or modifying Government policy or programming; developing or modifying Government regulation; and providing a solution to the Government to benefit a company or industry. • What role did you play? • What was your approach? • What, if any, partners were involved in the process? • What successes did you play a meaningful role in? • What steps did you take to identify what was not working well? • What did you do to improve things? • What challenges did you encounter in improving things? • What was the outcome of your efforts? • What would you do again, if the scenario were repeated?	10 points



	Relationship Management and Collaboration	
	What is an example of a time in your career when you used your network and cultivated a relationship you thought would be particularly beneficial to your organization, client or project?	
IT5	i. How did you think the relationship would help in achieving your goals?	
	ii. What did you do to develop that relationship?	10 points
	iii. In what way has this relationship been beneficial?	
	 Describe how your network will add value to high-growth clients seeking support and solutions from the Government, as well as catalyzing private sector support. 	
	Working with Government	
IT6	As an Account Executive, you have been designated to assist a high-growth company that has a new technology that does not conform to existing Canadian regulations. The federal regulations are due to be reviewed, but the timeline is not clear. Additionally, the technology needs to be proven at scale and has applications with a few federal departments. There is hesitancy inside the Government to purchase the technology due to the high risk level associated with an unproven technology.	10 points
	Please tell us how you would handle this situation.	
	As an Account Executive, you have been designated a new client. You are working with an interdepartmental committee (including participation from Crown Corporations) tasked with providing financial support and coordinating due diligence for this client and the lead on the project is one of your colleagues. The senior client contact, although enthusiastic, is doing a poor job of describing the	
IT7	firm's rather technical value proposition. It has been mentioned previously, but the client doesn't fully accept the advice.	10 points
	One of the key funding partners from another department has recently been slow in completing their reviews of client files. The Senior contact has stated that there is likely to be a long delay for the new client. The assigned Senior officer seems to have a poor understanding of the client's business and is relying on other resources inside their organization.	
	Please tell us how you would handle each of these situations.	
	Pass Mark 60% Point Rated Resource Requirements Total	= 36 points = 60 points

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website

(https://www.canada.ca/en/employment-social-development/programs/employmentequity/federal-contractor-program.html#).

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

5.2.3 **Additional Certifications Precedent to Contract Award**

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

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.3.2 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

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

6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
 - **a.** the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 -Resulting Contract Clauses;
 - **c.** the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites:
 - For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
 - **3.** 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. [To be determined at Contract award] (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.
- 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 Technical 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 ashared resource working at that location.

7.1.2 Task Authorization

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 andmeet the minimum pass mark in the point-rated criteria as specified in the RFP.

- a. Form and Content of Task Authorization:
 - i. The Technical Authority will provide the Contractor with a description of the task in a draft TaskAuthorization using the form specified in Annex F.
 - **ii.** The draft Task Authorization will contain the details of the activities to be performed, and mustcontain 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 thedraft 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;
 - 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 whetherit 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 notindicate 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.
- iii. Contractor's Response to Draft Task Authorization: The Contractor must provide the Technical Authority, within two (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.
- **b.** Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must include the following signature(s):

1. all TAs must be signed by the Technical Authority and the Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Anywork 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. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

- c. Periodic Usage Reports:
 - The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this datato Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
 - ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30:
 - **B.** July 1 to September 30;
 - C. October 1 to December 31; and
 - **D.** January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 60 calendar days after the end of the reporting period.

- **iii.** Each report must contain the following information for each validly issued TA (as amended):
 - **A.** the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - **B.** a title or a brief description of the task;
 - **C.** the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - **D.** the total estimated cost specified in the TA (applicable taxes extra);
 - **E.** the total amount (applicable taxes extra) expended to date;
 - F. the start and completion date; and
 - **G.** the active status, as applicable (e.g., indicate whether work is in progress or if Canada hascancelled or suspended the TA, etc.).
- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended)
 - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - **B.** the total amount, applicable taxes extra, expended to date against all validly issued TA's.
- d. Refusal of Task Authorizations or Submission of a Response which is not Valid:

The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances haseither not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

7.1.3 MINIMUM WORK GUARANTEE

- A. In this clause,
 - i. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - "Minimum Contract Value" means 5 % of the Maximum Contract Value on the date the contract is first issued.
- B. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.

Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- **C.** In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- D. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - for default.
 - for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, retendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2020-05-28), 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:

- 1. 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.
- 2. Where the Contracting Authority terminates the entire Contract and the Articles of Agreementinclude 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 orotherwise becoming due to the Contractor as of the date of termination.

7.3 Security Requirements

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #6

 The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)

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- 2. The contractor/offeror personnel requiring access to **protected** information, assets or sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
- 3. The contractor/offeror **must not** remove any **protected** information or assets from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
- 4. Subcontracts which 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), attached at Annex
 - b. Contract Security Manual (latest edition)

7.4 Authorities

7.4.1 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 Ontario, K1A 0H5

Telephone: 873-455-2186

E-mail address: 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.

7.4.2 Technical Authority (to be provided at time of contract award)

Name : [1
Title : [
Organization: Innovation,	Science and Economic
Development Canada	
Address : []
Telephone : [
E-mail address : [_]

The Technical Authority for the Contract is:

The Technical 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 Technical Authority; however, the Technical 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.

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7.4.3 Contractor's Representative (to be provided at time of contract award)

Name : [______]
Title : [______]
Company : [______]
Address : [______]
Telephone : [______]
E-mail address : [_____]

The Technical Authority for the Contract is:

Note to Bidders: The Contractor's Representative, Contracting Authority, Technical Authority and contact in- formation will be identified at the time of contract award.

7.5 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 <u>Public ServiceSuperannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.6 Payment

7.6.1 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 B, 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: \$250,000/resource/year

ii. Pre-Authorized Travel and Living Expenses:

Canada will pay, upon prior approval, any travel or living expenses associated with performing the Work.

- iii. Applicable Taxes: Estimated Cost: HST of \$32,500/resource/year
- 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 accordancewith 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 topurchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

7.6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are not applicable and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless anincrease has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - **A.** when it is 75 percent committed, or
 - **B.** four (4) months before the contract expiry date, or
 - **C.** as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, 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. Provision of such information by the Contractor does not increase Canada's liability

7.6.3 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 Basisof Payment. The Contractor must submit time sheets for each resource showing the days and hoursworked to support the charges claimed in the invoice.
- 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 inless 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 forthe time spent performing the work related to that TA.

7.6.4 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.

7.6.5 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 noevacuation 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.

7.7 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 forwork performed by subcontractors.
- **d.** The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.8 Certifications and Additional Information

7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9 **Applicable Laws**

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

7.10 **Priority of Documents**

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

- the Articles of Agreement: a.
- b. the supplemental general conditions, in the following order:
- C. the general conditions 2035 (2020-05-28):
- d. Annex A, Statement of Work;
- Annex B, Basis of Payment; e.
- f. Annex C, Security Requirements Check List;
- the signed Task Authorizations (including all of its annexes, if any); g.

ĥ.	the Contractor's bid dated	, (insert date	of bid) as clarified on	" or '	",as amended
	on				

7.11 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

7.12 INSURANCE REQUIREMENTS

- Compliance with Insurance Requirements Α.
 - 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.

Commercial General Liability Insurance В.

- 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 ofgoods 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.
 - i. 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.
 - I. 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 mis-appropriation of ideas, or infringement of copyright, trademark, title or slogan.

7.13 LIMITATION OF LIABILITY

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 preestablishing 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:
 - 3. any infringement of intellectual property rights to the extent the Contractor breaches thesection of the general conditions entitled "Intellectual Property Infringement and Royal- ties";
 - 4. 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 underthe 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 thirdparty 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 anyportion 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.
- The Contractor is also liable for any other direct damages to Canada caused by the Contractor inany way relating to the Contract, including:
 - 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.

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.

vi. 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.

7.14 THIRD PARTY CLAIM

- 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 tothe 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 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 theWork; or breach of confidentiality.
- **iii.** The Parties are only liable to one another for damages to third parties to the extent described inthis paragraph c.

7.15 DISPUTE RESOLUTION

- **a.** The parties agree to maintain open and honest communication about the Work throughout an after the performance of the contract.
- **b.** The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

- **c.** If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- **d.** Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX A

STATEMENT OF WORK

1.0 TITLE

GHP Account Executives

2.0 BACKGROUND

Where else can you support Canadian entrepreneurs, Canadian scale-ups, Canadian innovation, and the Canadian economy, all in a day's work?

The Accelerated Growth Service (AGS) was launched as a pilot in 2016 to provide high-growth firms with enhanced access to government programs and services which they need to scale-up. Led by ISED, AGS works closely with core partner organizations across Canada to offer a single-window access to the right government programs. The AGS model consists of a whole-of-government advisory function, in which key players are pulled in from participating departments to review and advise on a government growth plan for participating client firms. Following an in-depth performance assessment of the AGS and to enable a more consistent service experience for clients across Canada, Budget 2018 consolidated the National Research Council's Concierge Service with the AGS. As part of Innovation Canada, the AGS continues to operate as an advisory service, wherein a firm has a single point of contact for Government – an Innovation Advisor – to help them navigate possible supports and remove blockers to growth. To date, the AGS has supported over 600 firms (largely in the \$5-\$20 million revenue range) with the vast majority indicating a positive experience.

Building on the current Accelerated Growth Service, ISED proposes to build upon its existing tiered service model with the Global Hypergrowth Passport pilot. This new premium scalability service tier will be available to Canada's most promising high-growth firms to support them in their efforts in becoming global leaders.

The Account Executives will work with nominated, fast growing, scale-up Canadian companies to gain a clear understanding of their business needs and advise them accordingly on how to maneuver through the thousands of government programs and authorities to reach their goals.

How can you do all of this? We do it with our partners. And in this role, you will have many of them. Alongside our team of talented, smart, and charming Innovation Advisors, you will be working with such groups as:

- Business Development Bank of Canada (BDC),
- Export Development Canada (EDC),
- The Regional Economic Development Agencies (RDAs),
- The Industrial Research Assistance Program (IRAP),
- The Canadian Intellectual Property Office (CIPO),
- Global Affairs Canada (GAC),
- The Standards Council of Canada (SCC)
- Other groups within Innovation Canada such as The Strategic Innovation Fund (SIF), Innovative Solutions Canada (ISC) or Canada's Superclusters
- ...And many more federal, provincial and local organizations

We bring together this team of partners and facilitate how we work together to support our companies. We all share the goal of making sure Canadian companies can get the right support, at the right time.

3.0 TASKS / SCOPE

Working with the Project Authority, key management members within GHP, and program staff, the Account Executive will provide advisory services to aid clients in accessing government programs and services at various levels, as well as supporting clients in garnering private sector support. The Account Executive will:

- a. Act as key point of contact between the Government of Canada and C-suite level Executives of selected high potential companies to determine client needs and work with service delivery groups to match those needs with relevant services and develop a service plan.
- Assist clients in positioning themselves and support clients in accessing grants, contributions and other services from government programs including addressing international expansion, hiring and HR, regulatory issues, government procurement, and access to mentorship.
- c. Support clients in resolving their regulatory and policy challenges by working with relevant government authorities.
- d. Support clients in accessing government procurement opportunities and work with existing government procurement programs and related initiatives in appropriate departments.
- e. Determine the other needs of clients for which government does not have ready made solutions and work with government officials to address these needs.
- f. Support clients in accessing additional private sector support e.g. capital sources, value chain contacts.
- g. Contact and work with Senior Management at other government departments and partner organizations to expedite due diligence and service offerings to clients.
- h. Report to Senior Management on client progress, success stories, and program improvement with the additional support from back-office administrative staff.

The contractor will be provided with an ISED-issued computer and mobile phone.

4.0 DELIVERABLES / TIMELINES

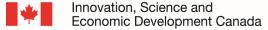
Regular full-time business hours (7.5 hrs/day) will be required. The contract will begin on the date of contract award and run through March 31, 2024. ISED holds the following option period:

- one year option from April 1st, 2024 to March 31st, 2025

5.0 SECURITY REQUIREMENTS

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #6

- 1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
- 2. The contractor/offeror personnel requiring access to **protected** information, assets or sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
- The contractor/offeror must not remove any protected information or assets from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
- 4. Subcontracts which 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), attached at Annex
 - b. Contract Security Manual (latest edition)



6.0 INTELLECTUAL PROPERTY

All property remains with Innovation, Science, and Economic Development Canada.

7.0 LANGUAGE OF WORK

English required. French is considered an asset.

8.0 WORK LOCATION

The Contractor will be required to work remotely, onsite at ISED offices, and at client facilities as required by the Project Authority and GHP Director.

9.0 TRAVEL

Travel will be required as requested by the Project Authority and the GHP Director.



ANNEX "B" BASIS OF PAYMENT

INITIAL CONTRACT PERIOD:

Initial Contract Period	
Date of Contract award to March 31,2024	
Resource Category	Firm Per Diem Rate

OPTION PERIODS:

Option Period 1	
April 1, 2024 to March 31, 2025	
Resource Category	Firm Per Diem Rate
GHP Account Executive	

Innovation, Science and Economic Development Canada Innovation, Sciences et Développement économique Canada

Request for Proposal: ISED201286

ANNEX "C"

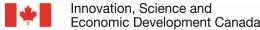
SECURITY REQUIREMENTS CHECK LIST

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Originating Government Department or O	rganization /	Branch or Directorate / Direction géné	rale ou	Direct	tion	
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Brief Description of Work / Brève descrip The Account Executives will work with Canada maneuver through government programs and	a's fast-growing, scale-up companies to gain a clear ur	nderstanding of their business needs and advise them	accord	ngly or	how	to
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. Will the supplier require acces	s to extremely sensitive INFOSEC	information or assets?	✓ No
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	LIER) / PARTIE B - PERSONNEL	(FOURNISSIEUR) rôle de la sécurité du personnel requis	
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	sation sécuritaire peut-il se voir con		✓ Non
If Yes, will unscreened pe Dans l'affirmative, le perso	rsonnel be escorted? onnel en question sera-t-il escorté?	13	✓ No Non
ART C - SAFEGUARDS (SUP	PLIER) / PARTIE C - MESURES D	DE PROTECTION (FOURNISSEUR)	20-08
INFORMATION / ASSETS /	RENSEIGNEMENTS / BIENS		
1. a) Will the supplier be requir	ed to receive and store PROTECT	ED and/or CLASSIFIED information or assets	on its site or
premises?			V Non □
Le foumisseur sera-t-il ter CLASSIFIÉS?	nu de recevoir et d'entreposer sur p	place des renseignements ou des biens PROT	EGES et/ou
t h) Will the cumplier he require	ed to safeguard COMSEC informa	tion or assets?	□ No □
	u de protéger des renseignements		✓ Non
PRODUCTION			
	_		
 c) Will the production (manufa occur at the supplier's site 		ion) of PROTECTED and/or CLASSIFIED mate	rial or equipment
		abrication et/ou réparation et/ou modification) d	
erou CLASSIFIE:			
INFORMATION TECHNOLOGY	(IT) MEDIA / SUPPORT RELA	TIF À LA TECHNOLOGIE DE L'INFORMATIO	N (TI)
OWNERS NEW TOTAL	an sand an na angara s	D DW W THE TOTAL . I	Vor CLASSIEIED No 🗔
1. d) Will the supplier be required information or data?	to use its IT systems to electronica	lly process, produce or store PROTECTED and	/or CLASSIFIED ✓ Non
	ı d'utiliser ses propres systèmes info nnées PROTÉGÉS et/ou CLASSIFI	rmatiques pour traiter, produire ou stocker élect ES?	roniquement des
1 a) Will there he an electronic li	nk hatusan the sunnilar's IT surtom	is and the government department or agency?	No C
		ique du fournisseur et celui du ministère ou de l	
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ANNEX "D" BID SUBMISSION

BID S	SUBMISSION FORM
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g.,	Name
clarifications)	Title
	Address
	Telephone #
	Fax#
	Email
Bidder's Procurement Business Number(PBN)	
[see the Standard Instructions 2003]	
[Note to Bidders: Please ensure that thePBN you provide matches the legal nameunder which you have submitted your bid. If it does not, the Bidder will be de-termined based on the legal name pro- vided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specifiedin solicitation)	
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?
See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a	Yes No
definition of "Former Public Servant".	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"
Security Clearance Level of Bidder	

[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.]		
On behalf of the Bidder, by signing below, I contained the documents incorporated by reference into		citation including
The Bidder considers itself and its propose described in the bid solicitation;	d resources able to meet all the mandato	ory requirements
2. This bid is valid for the period requested in	the bid solicitation;	
3. All the information provided in the bid is con	mplete, true and accurate; and	
4. If the Bidder is awarded a contract, it will a contract clauses included in the bid solicitation		t in the result-ing
Signature of Authorized		
Representative of Bidder		

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ANNEX "E" to PART 5 OF THE BID SOLICITATION 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.

no	n-	res	ρο	nsive or constitute a default under the Contract.
				information on the Federal Contractors Program for Employment Equity visit Employment and velopment Canada (ESDC) – Labour's website.
Da da		$\overline{}$		(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
Cc	m	plet	te	both A and B.
A.	С	hec	k c	only one of the following:
()	A1.	7	The Bidder certifies having no work force in Canada.
()	A2.	٦	The Bidder certifies being a public sector employer.
()	A3.		The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity</u> <u>Act</u> .
()	A4.		The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
Α5	٠.	The	В	idder has a combined workforce in Canada of 100 or more employees; and
OF		()	F	A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
Oi.	`	()	P	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.
В.	С	hec	k d	only one of the following:
()	B1.	7	The Bidder is not a Joint Venture.
OF	?			
()	B2.	F	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)

Innovation, Science and Economic Development Canada Innovation, Sciences et Développement économique Canada

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ANNEX "F" COVID-19 VACCINATION REQUIREMENT CERTIFICATION

Ι,	(Ilist and last name), as the representative of
	(name of business) pursuant to Contract(contract number), warrant and certify that all personnel that
	(contract number), warrant and certify that all personner that
federal go	vernment workplaces where they may come into contact with public servants will be:
louolul ge	World workpladdd wild alloy may dollid line dolladd will pablid dol valle will bo.
a.	fully vaccinated against COVID-19; or
	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
	9 Vaccination Policy for Supplier Personnel are no longer in effect.
I certify th	at all personnel provided by(name of business) have been notified of the on requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier
vaccinatio	on requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier
Personne	I, and that the(name of business) has certified to their ce with this requirement.
compliand	ze with this requirement.
I certify th	at the information provided is true as of the date indicated below and will continue to be true for
	on of the Contract. I understand that the certifications provided to Canada are subject to
	n at all times. I also understand that Canada will declare a contractor in default if a certification is
	e untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves
	o ask for additional information to verify the certifications. Failure to comply with any request or
requireme	ent imposed by Canada will constitute a default under the Contract.
Signature	:
	•
<u>Optional</u>	
For data r	ournages only initial below if your business already has its own vaccination policy or requirements
	ourposes only, initial below if your business already has its own vaccination policy or requirements yees in place. Initialing below is not a substitute for completing the mandatory certification above.
ioi ciripio	yees in place. Initialing below is not a substitute for completing the mandatory continuation above.
Initials:	
	on you provide on this Certification Form and in accordance with the Government of Canada's
	9 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in
	ce with the Privacy Act. Please note that you have a right to access and correct any information e, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding
	ng of your personal information. These rights also apply to all individuals who are deemed to be
	for the purpose for the Contract and who require access to federal government workplaces
P 31 0 0 1 11 10	is all parpose is all solitable and who regains access to readial government workplaces

where they may come into contact with public servants.