



REQUEST FOR PROPOSAL

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

approvisionnement@dec-ced.gc.ca

Procurement –
Approvisionnements
Canada Economic Development
for Quebec Regions
Développement économique
Canada pour les régions du
Québec
800, René-Lévesque West –
Ouest
Suite – Bureau 500
Montréal (Québec)
H3B 1X9

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Comments – Commentaires

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

Title – Sujet	
HTML Conversion and Formatting Services	
Solicitation No. – N° de l'invitation	Amendment No. – N° modif.
9K001-S23-0109	
Client Reference No. – N° de référence du client	Date
9K001-S23-0109	2022-09-01
Financial Code(s) – Code(s) financier(s)	
B12501 – 0120-IS04 – 504001 – 504016 – 000000000 - E	
File No. – N° de dossier	CCC No./N° CCC – FMS No./N° VME
9K001-S23-0109	
Solicitation closes – L'invitation prend fin	Time Zone Fuseau horaire
at – à 2 :00 PM on – le 2022-10-03	EDT / HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to – Adresser toutes questions à :	
Cecilia Phuong Thu Ho	
Telephone No. – N° de téléphone :	Fax No. – N° de fax
514-348-8484	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction:	
Canada Economic Development for Quebec Regions 800, René-Lévesque West – Ouest Suite – Bureau 500 Montréal (Québec) H3B 1X9	
Delivery required – Livraison exigée	Delivered Offered – Livraison proposée
See Herein	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du Fournisseur/de l'entrepreneur (taper ou écrire en caractère d'imprimerie)	
Signature _____	
Date _____	



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PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

This bid solicitation # 9K001-S23-0109 is divided into seven parts plus annexes and, attachments as follows:

- Part 1 General Information:** provides a general description of the requirement;
- Part 2 Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Part 3 Bid Preparation Instructions:** provides bidders with instructions on how to prepare their bid;
- Part 4 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, if applicable, and the basis of selection;
- Part 5 Certifications:** includes the certifications to be provided;
- Part 6 Security Requirements:** includes specific requirements that must be addressed by bidders;
- 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 Requirement Check List (SRCL), Bid Evaluation Criteria, the Bid Submission Form and the Certifications.

1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of Canada Economic Development for Quebec Regions, (the "client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply n° EN578-170432.
- b. It is intended to result in the award of one (1) contract for the first year, twelve (12) months, from January 1st, 2023, to December 31st 2023, plus two (2) one-year irrevocable options of one year each, allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "**Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders**" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The period of the Contract is from January 1st, 2023 until December 31st, 2023 inclusively.
- e. The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA) and, if it is in force.
- f. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

Only selected TBIPS SA Holders currently holding a TBIPS SA in the Montreal Metropolitan Area under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five (5) business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstances will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment:



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- Acosys Consulting Services Inc.
 - ADRM Technology Consulting Group Corp. and Randstad Interim Inc.
 - Coradix technology Consulting Ltd.
 - DLS Technology Corporation
 - Donna Cona Inc.
 - ENET4S SOFTWARE SOLUTIONS LTD
 - Four Point Solutions Ltd.
 - IPST Technology Inc.
 - MAKWA Resourcing Inc.
 - NATTIQ INC.
 - New Technologies Inc.
 - Systemscope Inc.
 - Trillys Systems Inc.
 - Unisys Canada Inc.
 - Zernam Enterprise Inc.
- g. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA # EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- h. The Resource Category described below are required on an as and when requested basis in accordance Annex "A" of the TBIPS RFSA:

TBIPS ID	Resource category	Level of Expertise TBIPS	Estimated number of Resources required
I.1	Data conversion specialist	Level 2 - Intermediate	Two (2)

1.3 DEBRIEFING

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.



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PART 2 – BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada (PWGSC).
- b. 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.
- c. The [2003](#) (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation, If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.2 SUBMISSION OF BIDS

Bids must be submitted only to Canada Economic Development (CED) for Quebec Regions by the date and time indicated on page 1 of the bid solicitation.

Bidders must send their bid to the Contracting Authority by email to approvisionnement@dec-ced.gc.ca

2.3 FORMER PUBLIC SERVANT *[Complete this section]*

a. Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

b. Definition

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:

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

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

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



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a. Former Public Servant in Receipt of a Pension

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

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

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

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

b. Work Force Adjustment Directive

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

If so, the Offeror must provide the following information :

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

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

2.4 ENQUIRIES – BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 APPLICABLE LAWS

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

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

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement



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as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.7 BID CHALLENGE AND RECOURSE MECHANISMS

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

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

2.8 BASIS FOR CANADA'S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP)

Canada has determined that any Material subject to copyright arising from the performance of the Work under the Contract will belong to Canada, as per Appendix A of the Treasury Board Policy "[Title to Intellectual Property Arising Under Crown Procurement](#)". Examples of such Material (as such defined in General Conditions 2035) include the deliverables identified in Annex A – Statement of Work.



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PART 3 – BID PREPARATION INSTRUCTIONS

3.1 BID PREPERATION INSTRUCTIONS

- a. The bid must be gathered per section and separated as follows:

Section I: Technical Bid (1 electronic copy by email)
Section II: Financial Bid (1 electronic copy by email)
Section III: Certifications (1 electronic copy by email)
Section IV: Additional Information

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

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

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

c. Submission of Only One Bid:

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

d. Joint Venture Experience:

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

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



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

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

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

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

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

That show in total 100 billable days.

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

3.2 SECTION I : TECHNICAL BID

The technical bid consists of the following:

- i. **Coding Test:** Bidders must convert the coding test from Annex E – Coding Test, in accordance with the requirements set out in Annex D – Evaluation Criteria for the Bid Solicitation. Providing this exercise to CED is mandatory and failure to comply with the requirement will automatically result in the non-compliance of the bid.
- ii. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form in Attachment 3.1 – Part 3 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- iii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION :

Name of individual as it appears on security clearance application form: _____

Level of security clearance obtained: _____

Validity period of security clearance obtained: _____

Security Screening Certificate and Briefing Form file number: _____



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If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

iv. **Substantiation of Technical Compliance:**

The technical bid must substantiate the compliance with the specific articles of Attachment 4.1 – Part 4 – Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of Attachment 4.1 – Part 4 – Bid Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

v. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 4.1 – Part 4 – **Bid Evaluation Criteria**. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
- B. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- C. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

vi. **Customer Reference Contact Information:**

- A. The Bidder must provide customer references. The customer reference who must each confirm, if requested by Canada, the facts identified in the Bidder's technical bid, as required by Annex D.
- B. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

3.3 SECTION II : FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive hourly rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **Variation in Resource Rates By Time Period:** for any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different periods:



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- a. The rate bid must not increase by more than **5%** from one time period to the next; and
- b. The rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods.
- d. **Blank Prices:** Bidder are requested to insert "0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is "0.00" will be declared non-responsive.



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3.4 SECTION III : CERTIFICATIONS

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

**ATTACHMENT 3.1 – PART 3
TBIPS BID SUBMISSION FORM**

<i>(TO BE FILLED IN BY BIDDER)</i>	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i>	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	As per TBIPS Holder Supply Arrangement.
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> i. Name of Individual as it appears on security clearance application: ii. Level of security clearance obtained and expiry date: iii. Security Screening Certificate and Briefing Form file number	i. ii. iii.
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
Signature of Authorized Representative of Bidder	



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of CED representatives will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
 - i. **Requests for Clarifications** : If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Extension of Time**: If the Bidder requires more time, the Contracting Authority, at its sole discretion, may grant an extension of time.

4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1 – Part 4 – 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. The rated requirements are described in Attachment 4.1 – Part 4 – Bid Evaluation Criteria.
- c. **Number of Resources Evaluated:** Only a certain number of resources will be evaluated as part of this bid as identified in Annex D. Additional resources will only be assessed after the contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled “Task Authorization”. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement base on the TA Form’s Statement of Work. The Contractor should propose the resources that have been evaluated at the bid’s technical evaluation. If the Contractor proposes a resource that has not been evaluated in accordance with the technical criteria identified in Annex D, the Contractor must submit all the documentation required in this bid solicitation for each resource to demonstrate that the proposed resources meet the technical requirements initially evaluated.
- d. **Reference Checks:**
 - i. **If a reference check is performed**, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within five (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 five (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



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customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (e.g. 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 five (5) working days will not be extended to provide additional time for the new contact to respond.

- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a Bidder will not meet the mandatory experience requirement if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct a reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.3 FINANCIAL EVALUATION

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Bidder must be able to provide a proposal based on a firm all-inclusive hourly rate in accordance with the detailed pricing schedule in Annex B. To meet this requirement, the Bidder must complete the Annex B – Basis of Payment and include it in his financial bid.

4.4 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE

1. To be declared responsive, a bid must:
 - a. Comply with all the requirements of the bid solicitation; and
 - b. Meet all mandatory criteria; and
 - c. Obtain the required minimum points specified for criteria C1 and C2 for the technical evaluation; and
 - d. Obtain the required minimum of 63 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000	\$50,000	\$45,000
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83,84	75,56	80,89
Overall Rating		1 st	3 rd	2 nd



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**ATTACHMENT 4.1 – PART 4
EVALUATION CRITERIA**

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide and describe 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 criteria should be addressed separately.

#	MANDATORY TECHNICAL CRITERIA	CRITERIA SATISFY (YES OR NO)	REFERENCE (page confirming that criteria was met)
O1.	The bidder must include each proposed resource's résumé.		

Point Rated Technical Criteria

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

The Bidder must provide and describe the necessary documentation to support compliance with this requirement. 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 marking scheme for each criterion is shown in the table below.

#	CRITERIA RATED BY POINTS	MAXIMUM OF POINTS AWARDED	MINIMUM OF POINTS REQUIRED	POINTS AWARDED	REFERENCE (page confirming that criteria was met)
C1.	<p>It is essential that, over the past three years, two resources have worked on projects that demonstrate experience with the HTML5 programming language. 10 points per project submitted</p> <ul style="list-style-type: none"> • Minimum required for C1: 24/36 • To meet this requirement, the contractor must submit three HTML5 projects per resource; a minimum of one project per resource is required. • The contractor must describe in one paragraph each project submitted, including: <ul style="list-style-type: none"> ➤ C1.1 Type of project (site conversion; HTML documents); programming language used in the project is HTML5 (Maximum 6, minimum 4) Project not coded in HTML 5: 0 point per non-compliant project Project coded in HTML 5: 2 points per compliant project ➤ C.1.2 Client's name and contact info (Maximum 6, minimum 4) 				



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	<p>No reference or incomplete references: 0 point per non-compliant project</p> <p>Full references: 2 points per compliant project</p> <p>➤ C 1.3 Resource's responsibilities with respect to the delivery of the project (Maximum 6, minimum 4)</p> <p>Not detailed: 0 point per non-compliant project</p> <p>Does not clearly and thoroughly demonstrate experience with HTML 5 programming language: 1 point per project</p> <p>Clearly demonstrates experience with HTML 5 programming language: 2 points per project</p> <p>➤ C 1.4 Duration of the project and extent of the resource's involvement in the project (number of hours required) (Maximum 6, minimum 4)</p> <p>Average ratio of less than one and a half pages per hour: 0 point</p> <p>Average ratio of at least one and a half pages per hour: 2 points</p> <p>➤ C 1.5 application of the following standards:</p> <ul style="list-style-type: none"> - Standard on Web Accessibility - Standard on Web Usability - Standard on Optimizing Websites and Applications for Mobile Devices - Standard on Web Interoperability (Maximum 12, minimum 8) <p>Standard not applied or partially applied: 0 point per standard, per project</p> <p>Standard applied throughout the project: 1 point per standard, per project</p>				
	Total :	36	24		



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C2.	<p>One resource must be capable of correctly converting the coding test (see attached Word document), as per the requested specifications.</p> <ul style="list-style-type: none"> • Minimum required for C2 : 39/64 • To meet the requirements, the resource must convert the Word document provided into HTML5, as per the following specifications: <ul style="list-style-type: none"> ➤ C2.1 Creation of an HTML5-coded page for the CED website (Maximum 5, minimum 3) <p style="margin-left: 20px;">No: 0 points</p> <p style="margin-left: 20px;">Partially successful: -0.5 points per non-compliance</p> <p style="margin-left: 20px;">Successful: 5 points</p> ➤ C2.2 The submitted code must have been previously validated by the W3C validation tool (Maximum 10, minimum 6) <p style="margin-left: 20px;">No: 0 point</p> <p style="margin-left: 20px;">Partially successful: -1 points per non-compliance</p> <p style="margin-left: 20px;">Partially successful: -1 points per non-compliance</p> ➤ C2.3 Use of WET-BOEW, Version 4.0, styles (Maximum 20, minimum 12) <p style="margin-left: 20px;">No: 0 point</p> <p style="margin-left: 20px;">Partially successful: -1 points per non-compliance</p> <p style="margin-left: 20px;">Successful: 20 points</p> ➤ C2.4 The page must include a functional table of contents (anchors and links) (Maximum 5, minimum 3) <p style="margin-left: 20px;">No: 0 point</p> <p style="margin-left: 20px;">Partially successful: -0.5 points per non-compliance</p> <p style="margin-left: 20px;">Successful: 5 points</p> 				
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	<ul style="list-style-type: none"> ➤ C2.5 The page must include a floating image (Maximum 8, minimum 5) No: 0 point Partially successful: -0.5 points per non-compliance Successful: 8 points ➤ C2.6 The page must include functional links (Maximum 8, minimum 5) No: 0 point Partially successful: -0.5 points per non-compliance Successful: 8 points ➤ C2.7 The page must include a multimedia player integrated into the page (Maximum 8, minimum 5) No: 0 point Partially successful: -1 points per non-compliance Successful: 8 points 				
	Total :	64	39		
	Maximum of points rated for the technical criteria:	100			
	Minimum of points rated for the technical criteria:	63			
		Your result :			



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PART 5 – CERTIFICATIONS

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

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

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

5.1 CERTIFICATIONS REQUIRED WITH BID

Bidders must submit the following duly completed certification(s) as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences (*does not apply*)

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

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting. Please sign attachment 5.1 – Part 5 – Certifications.

a. Professional Services Resources

- i. By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- ii. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- iii. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

b. Certification of language – Bilingual Essential

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

c. Submission of Only One Bid

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



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**ATTACHMENT 5.1 – PART 5
CERTIFICATIONS**

The following certifications must be signed and attached to the Contractor's bid at the time of submission to Canada.

1. CERTIFICATION OF STUDY AND EXPERIENCE

The Bidder certifies that it has verified all the information provided in the résumés and supporting documents submitted with its bid, specifically the information relating to the achievements, experience and employment history, and that these include are accurate. In addition, the Bidder warrants that each person he or she is responsible for is responsible for performing the work specified in the resulting contract.

Print Name and Signature of Authorized Person

Date

2. CERTIFICATION OF STAFF AVAILABILITY

The Bidder certifies that, if he obtains the resulting contract from the bid solicitation, each individual proposed in his bid will be available to perform the Work, as requested by the representatives of Canada, at the time specified in the bid solicitation or agreed with the latter.

Print Name and Signature of Authorized Person

Date

3. CERTIFICATION OF STAFF REGULATIONS

If the Bidder has proposed a person who is not an employee of the Bidder, the Bidder certifies, by submitting a bid, that it has the permission of the individual to provide its services for the performance of the Work and to submit his résumé in 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 its availability. Failure to respond to the request could result in the bid being declared non-responsive.

Print Name and Signature of Authorized Person

Date

4. CERTIFICATION OF LANGUAGE – BILINGUAL ESSENTIAL

The Bidder certifies that, if he obtains the resulting contract from the bid solicitation, each person proposed in his bid must be able to speak fluently in both official languages of Canada (French and English). The proposed person must communicate verbally and in writing (French and English) without assistance and with few errors

Print Name and Signature of Authorized Person

Date



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PART 6 – SECURITY REQUIREMENTS

6.1 SECURITY REQUIREMENTS

- a. At the date of contract award, the following conditions must be met:
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html) of <http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html> website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.



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PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

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

7.2 TASK AUTHORIZATION (TA)

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

To be validly issued, a TA must include the following signatures

 - A. for any AT with a value less than or equal to **\$ 10 000.00** (including Applicable Taxes), the TA must be signed by the Technical Authority; and
 - B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.



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

7.3 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

ii. "**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:

i. for default;

ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or

iii. for convenience within ten (10) working days of Contract award.

7.4 STANDARD CLAUSES AND CONDITIONS

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

7.4.1 General Conditions

[2035](#) (2022-05-12), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

7.4.2 Supplemental Conditions

[4007](#) (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information; and

[4008](#) (2008-12-12), Supplemental General Conditions – Personal Information.

7.5 SECURITY REQUIREMENTS

7.5.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.



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**SECURITY REQUIREMENTS FOR CANADIAN SUPPLIER:
PWGSC FILE # 9K001-S23-0109**

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved document safeguarding at the level of **protected B**, 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 work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. The contractor **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected B**
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:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex C
 2. Contract Security Manual (latest edition)

7.6 CONTRACT PERIOD

The period of the Contract is from January 1st, 2023 to December 31st, 2023 inclusive.

7.6.1 OPTION TO EXTEND THE CONTRACT

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year period(s) each, under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

7.7 AUTHORITIES

a. **Contracting Authority**

The Contracting Authority for the Contract is:

Cecilia Phuong Thu Ho
Procurement and Contract Agent
Canada Economic Development
for Quebec Regions
800, boul. René-Lévesque Ouest – Bureau 500
Montréal (Québec) H3B 1X9
514-346-8484
cecilia-phuong-thu.ho@dec-ced.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.



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a. Technical Authority [*Will be provided at time of Contract award*]

The Technical Authority for the Contract is:

Name :
Title :
Organization
Address :
Telephone :
Facsimile :
E-mail address :

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

c. Contractor's Representative [*Complete this section*]

Name :
Title :
Organization:
Address :
Telephone :
Facsimile :
E-mail address :

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.9 PAYMENT

a. Basis of Payment

- i. **Professional Services:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay, once the work is performed, actual time worked in accordance with the firm all-inclusive hourly rates set out in Annex B, Basis of payment, Applicable Taxes excluded.
- ii. **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- iii. **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.
- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.



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- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure – Cumulative Total of all Task Authorizations (will be completed upon contract award)

- i. 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 of _____ \$. Applicable Taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase 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 :
1. when it is 75 percent committed, or
 2. four (4) months before the contract expiry date, or
 3. 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.

c. Method of Payment for Task Authorizations with a Maximum Price

For each Task Authorization validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice;
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

d. Method of Payment – Multiple Payments:

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.

e. Electronic Payment of Invoices – Contract

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

- i. Direct Deposit (Domestic and International)

f. 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.



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7.10 INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) A copy of time sheets to support the time claimed
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION

7.11.1 COMPLIANCE

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

7.12 COPYRIGHT IN MATERIAL

- a. In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract that is required by the Contract to be delivered to Canada and in which copyright subsists, excluding any computer software code and all documentation manuals or guides intended to assist end users or technicians in respect of that code. "Material" does not include anything created by the Contractor before the award date of the Contract.
- b. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) ou © Sa Majesté la Reine du chef du Canada (année).
- c. The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Materials as Canada may require.
- d. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

7.13 APPLICABLE LAWS

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

7.14 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement,
- b. Supplemental general conditions, in the following order:
 - i. [4007](#) (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information;
 - ii. [4008](#) (2008-12-12), Supplemental General Conditions – Personal Information;
- c. General Conditions [2035](#) (2022-05-12); Higher Complexity - Services



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- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirement Check List (SRCL);
- g. Annex D, Evaluation Criteria
- h. Annex E, Coding Test
- i. Annex F, Task Authorization (TA) Form;
- j. The signed Task Authorizations including any required Certifications;
- k. Supply Arrangement Number EN578-170432/xxx/EI (the "Supply Arrangement");
- l. The Contractor's bid dated: _____ *(will be completed upon the award of the contract).*

7.15 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.*

7.16 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.17 LIMITATIONS OF LIABILITY – INFORMATION MANAGEMENT/ INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability:**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injure, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party or another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A.) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:



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- A. any breach of the warranty obligation under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
 - vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- c. **Third Party Claims:**
- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
 - iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

7.18 JOINT VENTURE

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and;
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.



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- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.19 PROFESSIONAL SERVICES – GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten (10) working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- 1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten (10) working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - A. the name, qualifications and experience of a proposed replacement immediately available for Work; and;
 - B. security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - A. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or;
 - B. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c)
- 3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay» Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



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

7.20 SAFEGUARDING ELECTRONIC MEDIA

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

7.21 REPRESENTATIONS AND WARRANTIES

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

7.22 DISPUTE RESOLUTION

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



ANNEX « A »

STATEMENT OF WORK

CONVERSION AND FORMATTING SERVICES

1. Objectives

Canada Economic Development for Quebec regions (CED) is searching for a supplier to convert various documents into HTML format to post on its Website.

2. Background

CED offers guidance to Quebec businesses and regions toward the economy of tomorrow. CED focuses its interventions on SMEs and non-profit economic organizations by building on innovation and inclusive growth, targeting projects with significant economic benefits, and acting as a facilitator in bringing together the right partners for a given project.

With its business offices and its advisors, CED covers all of Quebec. As a regional development agency, CED is part of the [Innovation, Science and Economic Development](#) portfolio. To learn more about CED's mandate and role, visit [About CED](#).

3. Scope

The supplier must provide HTML conversion and coding services for various documents aimed at external audiences. Documents subject to HTML conversion include, but are not limited to:

- Administrative documents (policies, directives, etc.)
- Various publications (reports, studies, briefs, research, etc.)

of up to 200 pages in length, in both official languages (English and French) for posting on CED's website.

Average number: 10 annual recurring publications, posted on the "[Departmental publications](#)" page of the CED's Internet site, and other documents received on a case-by-case basis (according to demand), to be posted on CED's website.

4. Duties and technical specifications

The following terms apply to the expected deliverables:

4.1 Estimate request

- At CED's request, the supplier shall provide by email:
 - an estimate of the number of hours required for converting each document and the delivery date of the final product.
- The supplier must prepare and submit its estimate to CED within 24 hours of receiving the request. The estimation must be approved by CED before the project is carried out.
- CED shall submit, by email, a task authorization (TA) confirming and authorizing the start of the work.

4.2 Delivery of the coded version

For standard requests (documents of up to 25 pages), the coded version must be delivered within 10 business days following the initial request. Exceptions, lengthy documents or urgent requests must be negotiated in advance by CED and the supplier.



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4.3 HTML conversion

CED agrees to provide all documents to be coded in Word format, in both official languages (English and French). The supplier must convert the documents provided into HTML, while respecting Government of Canada Web standards:

- [Optimizing Websites and Applications for Mobile Devices](#)
- [Web Accessibility](#)
- [Web Interoperability](#)
- [Web Usability](#)

The supplier shall use the CSS classes of the [Web Experience Toolkit \(WET\)](#). CED shall specify the required version of the WET, depending on the deliverable.

4.4 Quality control

An initial quality check shall be done by the supplier prior to delivery of the final product. The quality check shall include HTML validation tests (W3C), identification of typographical errors in both official languages in the parts retyped by the supplier, and compliance with the requirements relating to Government of Canada Web standards (see point 4.3) and the required version of the WET, depending on the deliverable.

4.5 Corrections

Work deemed unsatisfactory (HTML coding errors or content errors) must be corrected and returned to CED at the supplier's expense. If applicable, any content that needs to be reworked will be processed on a priority basis within the time period prescribed by CED.

4.6 Delivery of the final product

The work carried out by the supplier shall be placed on the Contractor's secure FTP site (.ZIP and .html) or other secure electronic transmission method (to be determined with CED), by the established delivery date.

4.7 Deliverables

The supplier must provide the deliverables as described in the approved task authorization.

5. Limitations

- The supplier undertakes to deliver the requested product(s) within the time frames previously agreed upon with CED. The supplier must be able to provide a project delivery service on an urgent basis, as required.
- The supplier shall comply with the requirements relating to Government of Canada Web standards (see point 4.3) and the required version of the WET, depending on the deliverable.
- Work deemed non-compliant with the requirements set out in point 4.3 or containing errors (as noted in point 4.5) must be corrected and returned to CED, at the supplier's expense, within the time period prescribed by CED.

6. Support provided by CED

For each request, instructions shall be provided via email for the HTML document coding and file-naming.



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ANNEX « B »

BASIS OF PAYMENT

Basis of Payment – Firm Hourly Rates

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Applicable Taxes are extra.

A- CONTRACT PERIOD – From January 1st, 2023, and ends on December 31st, 2023

TBIPS ID	Resource Category	Name	Firm Hourly Rate
I.1	Data Conversion Specialist Level 2 – Intermediate		\$

Hourly rates

ONLY services rendered will be paid. Hourly rates apply to productive work time only.

Fees and expenses

ONLY services invoiced according to the hourly rates submitted above will be paid. The hourly rate includes EVERYTHING that is required to perform the work, in accordance with the expected services. This includes but is not limited to administration fees and expenses, profit, labor, equipment, material and/or any other costs necessary to provide the services.

B- OPTION TO EXTEND THE CONTRACT

This section applies only if the option to extend the contract is exercised by Canada. During the extended contract period specified below, the Contractor will be paid as specified below to perform all work related to the extended period of the Contract.

1ST YEAR OF OPTION – January 1st, 2024, to December 31st, 2024

TBIPS ID	Resource Category	Name	Firm Hourly Rate
I.1	Data Conversion Specialist Level 2 – Intermediate		\$

Hourly rates

ONLY services rendered will be paid. Hourly rates apply to productive work time only.

Fees and expenses

ONLY services invoiced according to the hourly rates submitted above will be paid. The hourly rate includes EVERYTHING that is required to perform the work, in accordance with the expected services. This includes but is not limited to administration fees and expenses, profit, labor, equipment, material and/or any other costs necessary to provide the services.

2ND YEAR OF OPTION – January 1st, 2025 to December 31st, 2025

TBIPS ID	Resource Category	Name	Firm Hourly Rate
I.1	Data Conversion Specialist Level 2 – Intermediate		\$

Hourly rates

ONLY services rendered will be paid. Hourly rates apply to productive work time only.

Fees and expenses

ONLY services invoiced according to the hourly rates submitted above will be paid. The hourly rate includes EVERYTHING that is required to perform the work, in accordance with the expected services. This includes but is not limited to administration fees and expenses, profit, labor, equipment, material and/or any other costs necessary to provide the services.



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ANNEX « C »

SECURITY REQUIREMENT CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 9K001-S23-0109
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Développement économique Canada	2. Branch or Directorate / Direction générale ou Direction DG des communications	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Service de conversion et de codage html de divers documents destinés à des publics externes (site Web).		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

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

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

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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Security Classification / Classification de sécurité
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PART C - (continued) / PARTIE C - (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Annie Leblond	Title - Titre Chef, Services numériques	Signature
Telephone No. - N° de téléphone 514-208-6240	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel annie.leblond@dec-ced.gc.ca
		Date

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Savannah Archambault	Title - Titre ASU#41 / AS-02	Signature Archambault, Savannah
Telephone No. - N° de téléphone 438 342-4254	Facsimile No. - N° de télécopieur N/A	E-mail address - Adresse courriel savannah.archambault@dec-ced.gc.ca
		Date 2022-07-04

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Yes
 Non / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Cecilia Phuong Thu Ho	Title - Titre Agente en approvisionnement et contrats	Signature Ho, CeciliaPhuongThu
Telephone No. - N° de téléphone (514) 346-8484	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel cecilia-phuong-thu.ho@dec-ced.gc.ca
		Date 2022-08-30

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées) Jacques Saumur	Title - Titre Quality Assurance Officer	Signature Saumur, Jacques O
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jacques.saumur@tpsgc-pwgsc.gc.ca
		Date

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ANNEX "D"

EVALUATION CRITERIA

See PDF document attached "Bidders Evaluation Grid".



ANNEX "E"

CODING TEST

See PDF document attached "Test de codage – Coding Test".



ANNEX "F"

TASK AUTHORIZATION FORM

See PDF document attached "Formulaire d'autorisation de tâche – Task authorization form".