

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

Bid Receiving/Réception des soumissions

**E-mail / Courriel:**

[bids-offres@canadacouncil.ca](mailto:bids-offres@canadacouncil.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal to/ Destinataire:**

Canada Council for the Arts|  
Conseil des arts du Canada

We hereby offer to sell to the Canada Council for the Arts, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Nous faisons par les présentes une offre au Conseil des arts du Canada, conformément aux conditions énoncées ou mentionnées aux présentes ou dans les pièces jointes aux présentes, pour la vente des biens et services énumérés aux présentes et dans les pièces jointes aux prix indiqués dans les instruments susmentionnés.

<b>Title</b> Access to Information and Privacy (ATIP) Services		<b>Date</b> January 10, 2024
<b>Solicitation No. / N° de l'invitation</b> CCA001ITIM		
<b>Client Reference No. / No. de référence du client(e)</b> CCA001ITIM		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 2:00 p.m. EST (Eastern Standard Time) <b>On: / le :</b> February 5th, 2024		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to: / Adresser toute demande de renseignements à :</b>  Julie Bolduc <b>Email: / Courriel:</b> <a href="mailto:bids-offres@canadacouncil.ca">bids-offres@canadacouncil.ca</a>		

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 SECURITY REQUIREMENTS .....	4
1.2 STATEMENT OF WORK .....	4
1.3 TRADE AGREEMENTS.....	4
1.4 DEBRIEFINGS.....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF BIDS .....	4
2.3 IMPROVEMENT OF REQUIREMENT DURING THE SOLICITATION PERIOD.....	4
2.4 ENQUIRIES - BID SOLICITATION .....	4
2.5 APPLICABLE LAWS .....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS.....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES .....	6
4.1.1 TECHNICAL EVALUATION JOINT VENTURE EXPERIENCE.....	6
4.1.2 FINANCIAL EVALUATION .....	7
4.2 BASIS OF SELECTION .....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>7</b>
5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	7
5.2 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD.....	8
5.2.1 STATUS AND AVAILABILITY OF RESOURCES .....	8
5.2.2 RATE OR PRICE CERTIFICATION .....	8
5.2.3 EDUCATION, EXPERIENCE AND LANGUAGE.....	8
<b>ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD .....</b>	<b>9</b>
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS .....	10
6.1.1 SECURITY OF PERSONAL INFORMATION – NON-DISCLOSURE OF SENSITIVE INFORMATION.....	10
6.2 STATEMENT OF WORK .....	11
6.3 TERM OF CONTRACT.....	11
6.4 AUTHORITIES.....	11
6.4.1 CONTRACTING AUTHORITY .....	11
6.5 COUNCIL FURNISHED EQUIPMENT.....	12
6.6 PAYMENT.....	12
6.7 INVOICING INSTRUCTIONS.....	13
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	13
6.9 APPLICABLE LAWS .....	14
6.10 PRIORITY OF DOCUMENTS.....	14
6.11 DISPUTE RESOLUTION .....	14
<b>ANNEX "A".....</b>	<b>15</b>
STATEMENT OF WORK.....	15

<b>ANNEX "B"</b> .....	<b>18</b>
BASIS OF PAYMENT .....	18
<b>ANNEX "C"</b> .....	<b>19</b>
EVALUATION GUIDE .....	19

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

The contractor shall have access to and be entrusted with confidential and sensitive information and trade secrets relating to Canada Council for the Arts (CCA) and its business, including without limitation, projects, reports and clients of CCA, including their names, addresses and other information (collectively the "Personal Information"). Personal Information is subject to the [Access to Information Act](#) s. 20(1)(b) and shall be treated according to Article 6.1 of the resulting contract clauses.

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 Trade Agreements**

This solicitation is not subject to any trade agreements.

### **1.4 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the CCA within 15 working days from receipt of the results of the bid solicitation process. At the CCA's discretion, the debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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.

### **2.2 Submission of Bids**

Bids must be submitted only to the Canada Council for the Arts (CCA) procurement e-mail address:

[bids-offres@canadacouncil.ca](mailto:bids-offres@canadacouncil.ca)

by the date, time and place indicated in the bid solicitation.

### **2.3 Improvement of Requirement during the 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 CCA. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the CCA at least 15 days before the bid closing date. CCA will have the right to accept or reject any or all suggestions.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the CCA no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail to enable CCA 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 CCA determines that the enquiry is not of a proprietary nature.

CCA 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 CCA.

## **2.5 Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

CCA requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid - One soft copy (PDF) sent by electronic mail
- Section II: Financial Bid - One soft copy (PDF) sent by electronic mail
- Section III: Certifications - One soft copy (PDF) sent by electronic mail
- Section IV: Additional Information - One soft copy (PDF) sent by electronic mail

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

The CCA email attachment size limit is 10MB. Emails exceeding 10MB will not be received. Bidders may split their submitted content into multiple emails by identifying, for example, 1 of 3, 2 of 3, etc. Please note CCA IT security protocols sometimes view .zip files as possible viruses, so that file format should not be used.

It is the sole responsibility of the Bidder to ensure a timely submission of their bid. CCA will not be responsible for late bids received at destination after the closing time, even if it was submitted before.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "B".

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

### **3.2 Accessibility Standards**

Bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and:

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation Joint Venture Experience**

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

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

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

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

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the CCA 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.
- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

**4.1.1.2 Mandatory Technical Criteria (see also Appendix “C”)**

Criterion Number	
M1	The resource must be able to complete all of the tasks found in the attached “Annex A – Statement of Work” in both of Canada’s official languages – French and English.
M2	The proposed resource must be certified by the Privacy and Access Council of Canada
M3	The proposed resource must have at least 10 years’ experience in the last 15 completing all tasks listed in “Annex A – Statement of Work”
M4	The proposed resource must have at least 5 years’ experience in the last 10 years completing all tasks listed in “Annex A – Statement of Work” in a Crown Corporation environment

**4.1.2 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.

**4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

As per attachment 1 to part 5, bidders must provide the required certifications and additional information to be awarded a contract.

Unless specified otherwise, CCA 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 CCA will have the right to ask for additional information to verify the Bidder’s certifications. Failure to comply and to cooperate with any request or requirement imposed by the CCA will render the bid non-responsive or constitute a default under the Contract.

**5.1 Certifications Precedent to Contract Award and Additional Information**

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

## **5.2 Additional Certifications Precedent to Contract Award**

### **5.2.1 Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to CCA. The Bidder must, upon request from the CCA, 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.

### **5.2.2 Rate or Price Certification**

The Bidder certifies that the price proposed:

- a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and
- b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

### **5.2.3 Education, Experience and Language**

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, including the ability to work in both of Canada's official languages, 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.



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

### **1. Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to the CCA. The Bidder must, upon request from the CCA 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.

### **2. Rate or Price Certification**

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by audit, at the discretion of the CCA, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of the CCA, make repayment to the CCA in the amount found to be in excess of the lowest price or rate or authorize the retention by the CCA of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract. If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by the CCA in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

### **3. Education and Experience**

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

### **4. Certification of Language**

The Bidder certifies that the proposed resources in response to this bid solicitation are fluent in one of the official languages of Canada (French or English). The individuals proposed must be able to communicate orally and in writing in French or English without any assistance and with minimal errors.

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Officer of the Bidder empowered to bind bidder  
Name and position

---

Date

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

All work related to fulfilling this requirement must be performed on the CCA equipment noted in section 6.6 – Council Furnished Equipment. This laptop is to be used only for CCA-related work and includes access to CCA's Virtual Private Network.

#### **6.1.1 Security of Personal Information – Non-disclosure of sensitive information**

During the term of this Agreement the contractor shall have access to and be entrusted with confidential and sensitive information and trade secrets relating to CCA and its business, including without limitation, projects, reports and clients of CCA, including their names, addresses, preferences, and other information (collectively the "Personal Information"). Personal Information is subject to the Access to Information Act s. 20(1)(b).

To be treated confidentially, Personal Information must meet all four of the following conditions: The information must be:

1. financial, commercial, scientific or technical information;
2. "confidential" - three indicators of confidentiality:
  - i. the information contained in the record is not available from other sources in the public domain or obtainable by observation or independent study by a member of the public acting on his or her own;
  - ii. the circumstances in which the information originates and is communicated give rise to a reasonable expectation that it will not be disclosed; and
  - iii. the information, whether provided by law or supplied voluntarily, is communicated to the government within a relationship that is either fiduciary or not contrary to the public interest and that will be fostered for the public benefit by confidential communication;
3. supplied to a government institution by a third party; and
4. treated consistently in a confidential manner by the third party.

The contractor acknowledges and agrees that CCA shall continue to have all rights, title, and interest in and to the Personal Information. The contractor shall treat the Personal Information with the same reasonable degree of care that the contractor employs, or would employ, in protecting its own proprietary information and in preventing any unauthorized acquisition or use thereof.

The contractor acknowledges and agrees that it shall not, during the term of this Agreement, or at any time thereafter, directly or indirectly, disclose or grant access to the Personal Information to any person, firm, association, corporation or any other entity, nor shall it use or exploit the Personal Information for any purpose other than on behalf of CCA.

The provisions of this Clause shall not apply to: information received in good faith by the contractor from a third party lawfully in possession thereof and having no obligation to keep such information confidential and information which was publicly known at the time of its receipt by the contractor or has become publicly known other than by a breach of this Agreement or other action by the contractor.

Personal information will only be used for the purposes described in this Agreement. If the contractor is uncertain whether information is personal information, the contractor will consult with the Project Authority. When sensitive and/or current personal information is being used for this contract, the contractor will undertake to:

- (a) Render information anonymous (i.e. coded, name-stripped) at the earliest time possible;
- (b) Restrict any data linkages to those which have been approved and will not perform other matches without written authorization;

When specifically authorized by the Project Authority, the contractor will limit contact with data subjects and will guarantee any additional information obtained from those individuals be given the same level of confidentiality as maintained for the original data;

- (c) Immediately inform the Project Authority of any breaches involving personal information. The contractor will assume full responsibility for complying with the CCA standards for personal information found in this contract and with the Privacy Act, including its collection, use, retention, and disposition, and will be accountable for any breach in this process. CCA reserves the right to examine any results or reports in order to verify that there has been no compromise of the personal information.

## 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. **[to be filled in at contract award]**

## 6.3 Term of Contract

The period of the Contract is from date of Contract to up to 2 years **[dates to be filled in at contract award]** inclusive.

### 6.3.1 Option to Extend the Contract

The Contractor grants to CCA the irrevocable option to extend the term of the Contract by up to 1 additional 1-year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

CCA may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.3.2 Delivery Points

Deliverables will all be made, via e-mail, to the Project Authority identified below.

## 6.4 Authorities

### 6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Bolduc  
Title: Procurement Specialist  
Canada Council for the Arts Procurement Centre of Expertise  
Address: 150 Elgin Street  
Ottawa, Ontario K2P 1L4

Telephone: 613-566-4414, ext. | poste 6003  
E-mail address: [Julie.Bolduc@canadacouncil.ca](mailto:Julie.Bolduc@canadacouncil.ca)

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

#### 6.4.2 Project Authority

The Project Authority for the Contract is: **[to be filled in at contract award]**

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.

#### 6.4.3 Contractor's Representative

The Contractor's representative for the Contract is: **[to be filled in at contract award]**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Contractor's representative is the point of contact for CCA regarding the work being performed under this contract.

#### 6.5 Council Furnished Equipment

CCA will provide the contractor with an organizational e-mail address for use during the duration of this project, as well as a laptop with access to CCA's Virtual Private Network and specific MS products. The contractor must adhere to all related CCA policies and legal obligations.

#### 6.6 Payment

##### 6.6.1 Basis of Payment - Limitation of Expenditure

As per Annex "B", the Contractor will be paid a fixed unit rate(s) as follows, for work performed in accordance with the contract.

CCA's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ **(to be inserted at Contract award)**. Customs duties are included and applicable taxes are extra.

Fixed Unit Rate: \$ \_\_\_\_\_ per 7.5 hour workday **(to be inserted the amount at Contract award)**.

##### Definition of a Day/Proration

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

$$\text{(Hours worked x applicable firm daily rate)} \div 7.5 \text{ hours.}$$

- a. All proposed resources must be available to work outside normal office hours during the duration of the contract.
- b. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

No increase in the total liability of CCA or in the price of the Work resulting from any design changes, modifications, or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in CCA's total liability being exceeded before obtaining the written approval of the CCA. The Contractor must notify the CCA in writing as to the adequacy of this sum:

- a. when it is 75% committed; or
- b. four months before the Contract expiry date; or
- c. as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate Contract funds, the Contractor must provide to the CCA a written estimate for the additional funds required. Provision of such information by the Contractor does not increase CCA's liability.

#### **6.6.2 Multiple Payments**

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by CCA.
- c. the Work delivered has been accepted by CCA.

#### **6.7 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" (subsection 10 of the general conditions 2010B (2022-12-01)). 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;
- b. a copy of a monthly progress report.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.  
\_\_\_\_\_ (Insert the name of the organization) **[to be inserted at contract award]**  
\_\_\_\_\_ (Insert the address of the organization) **[to be inserted at contract award]**
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.8 Certifications and Additional Information**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the

Contractor in default. Certifications are subject to verification by CCA during the entire period of the Contract.

#### **6.9 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (**to be inserted at contract award**).

#### **6.10 Priority of Documents**

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

- a. these Articles of Agreement;
- b. Annex A, Statement of Work;
- c. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*) (**to be inserted at contract award**)

#### **6.11 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.

## ANNEX "A"

### STATEMENT OF WORK

#### Background:

The [Canada Council for the Arts](#) (CCA) contributes to the vibrancy of a creative and diverse arts and literary scene and supports its presence across Canada and around the world. The CCA is Canada's public arts funder.

Its grants, services, initiatives, prizes, and payments support Canadian artists, authors, and arts groups and organizations. This support allows them to pursue artistic expression, create works of art, and promote and disseminate the arts.

Through its arts funding, communications, research, and promotion activities, the CCA fosters ever-growing engagement of Canadians and international audiences in the arts.

The CCA's [Public Lending Right \(PLR\) program](#) makes annual payments to creators whose works are held in Canadian public libraries.

The CCA's Art Bank provides the broader public with a collection of over 17,000 Canadian contemporary art works to enjoy through its rental, loan, and dissemination programs.

The Canadian Commission for UNESCO operates under the authority of the CCA. It shares a common history and future with the CCA in terms of sustainable development characterized by the arts, science, culture, equality, and peace.

For more information in regard to the above-mentioned, please refer to CCA's following websites:

- Canada Council for the Arts: <https://canadacouncil.ca/>
- Public Lending Right Program: <https://publiclendingright.ca/>
- Art Bank: <https://artbank.ca/>
- CCUNESCO: <https://en.ccunesco.ca/>

#### Requirement:

CCA requires a resource to provide analysis of documentation for exemptions/exclusion; third party consultations; and preparing release packages within the time parameters of the Access to Information and Privacy Acts, while ensuring compliance with the Acts, Regulations, and policy instruments, coordinating responses to all privacy and access to information requests for the CCA. Requests cover a range of topics relevant to the CCA's mandate and responsibilities.

Frequent topics of interest pertain to the peer assessment process, assessment letters related to specific grant applications, funding to individual professional artists and arts organizations, statistics and contracts related to the administration of the CCA's programs and activities.

The required services and deliverables may include, but are not limited to, the following:

- a) Assist in the modernization of the Access to information and Privacy (ATIP) Office, including the development of policies and procedures manuals on ATIP;
- b) Develop, update, implement and maintain institution specific ATIP policies, procedures, directives, processes, protocols and tools as requested by the Project Authority;
- c) Brief Senior management on ATIP related issues;

- d) Provide advice and guidance to internal and external stakeholders as requested on the administration of the ATIP legislation and associated institutional and TB policies, directives, procedures, protocols, guidelines and processes as well as on complex or sensitive privacy issues;
- e) Develop and deliver the CCA's training and awareness program on the application of the ATIP Acts and related institutional and TB policies, procedures, directives, processes and protocols as well as on sound privacy practices for the creation, collection, accuracy, validation, use, disclosure, retention and disposition of personal information in the format and timelines;
- f) Provide advice on records and information management, including compliance with the *Library and Archives of Canada Act* and the institutional policies on records and information management and the TB Policy on Service and Digital;
- g) Provide advice on the interaction between the ATIP Acts, record and information management and the TB Policy on Government Security;
- h) Conduct Privacy Impact Assessments (PIA) or assist with the conduct of PIAs, which includes meetings with internal and external stakeholders; review institutional programs or activities to determine whether a PIA is required or a protocol for non-administrative uses of personal information is sufficient; review and prepare privacy risk management plans outlining identified privacy risks and appropriate measures to take in order to mitigate them;
- i) Develop, review or update personal information banks (PIB) as required for registration with TBS in the format and timelines;
- j) Investigates privacy breaches or assist with their investigation, and report the results of the investigation to senior management, the Office of the Privacy Commissioner of Canada (OPC) and other appropriate authorities;
- k) Assist with the preparation of the statistical and annual reports on the administration of the ATIP Acts;
- l) Process requests for information under the Access to Information Act and the Privacy Act, including the development of rationale and other documentation to support exemptions or actions taken under the ATIP Acts, in the defense of complaints submitted to the Office of the Information Commissioner (OIC) and OPC and court reviews. This includes interacting with applicants, as required;
- m) Advise senior management on ATIP-related matters and provide interpretation, information, and guidance; brief them on such matters via briefing notes, written instructions, or by being present at meetings to deliver verbal instructions
- n) Conduct privacy and compliance audits; conduct security and threat risk assessments; investigate privacy breaches
- o) Advise on requests pertaining to the personal information of data subjects
- p) Edit and verify documentation to ensure compliance with legal and regulatory requirements and to ensure its accuracy and completeness
- q) Produce collection notices and privacy statements
- r) Develop a curriculum for the instruction of ATIP trainers
- s) Documentation should be generated to provide a year-long roadmap outlining ATIP operations, including milestones and success indicators to track development
- t) Conduct an end-of-year evaluation of ATIP operations and provide the ATIP team with a list of improvement and training opportunities

In the course of performing the services, it will be necessary to review, analyze and apply:

- The federal *Privacy Act* and Privacy Regulations;
- The federal *Access to Information Act* and Access to Information Regulations;
- The *Library and Archives of Canada Act*;
- TB policies, directives and guidelines on ATIP;
- TB policies, directives and guidelines on records and information management;
- Library and Archives of Canada guidelines on records and information management;
- TB Policy on Government Security and related directives, standards and guidelines;



- Relevant OIC and OPC guidance documents;
- Court decisions on ATIP related issues;
- Institution specific policies, directives, standards, guidelines, processes and protocols; and,
- The *Canada Council for the Arts Act* and other applicable federal legislation as required.

## ANNEX "B"

### BASIS OF PAYMENT

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid, for each of the periods specified below, its quoted all-inclusive fixed per-diem rate.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of the following volumetric data does not represent a commitment by CCA that CCA's future usage of the services described in the bid solicitation will be consistent with this data.

The CCA has an average of 15 ATI requests, 20 privacy requests and 6 external consultations from other government institution annually. Approximately 30 percent of ATI request involve third party consultations requiring extensions. Most privacy requests contain information about other individuals.

ROLE:	Contract Period Rate, i.e., the per diem rate for year 1 and 2 of the contract	Option period Rate, i.e., the per diem rate for year 3 of the contract, if the option is exercised.
ATIP Consultant	\$	\$

The extended bid price will be determined using the following formula:

$[(\text{Per diem rate for years 1 \& 2}) \times 0.67] + [(\text{per diem rate for the option period}) \times 0.33] = \text{average per diem rate.}$

The bidder who meets are the mandatory evaluation criteria and has the lowest average per diem rate will be recommended for contract award.

**ANNEX "C"**

**EVALUATION GUIDE**

<b>Number</b>	<b>Criterion</b>	<b>How the bidder will meet this criterion:</b>
M1	The resource must be able to complete all of the tasks found in the attached "Annex A – Statement of Work" in both of Canada's official languages – French and English.	Bidders will demonstrate language compliance with this criterion via <b>"ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD"</b>
M2	The proposed resource must be certified by the Privacy and Access Council of Canada	Bidders will demonstrate their compliance with this criterion by submitting a copy of their up-to-date certificate or a letter, from the Privacy and Access Council of Canada, stating the proposed resource is a member in good standing.
M3	<p>The proposed resource must have at least 10 years' experience in the last 15 completing all tasks listed in "Annex A – Statement of Work"</p> <p>For each referenced example/period of time, you must provide the following information:</p> <ol style="list-style-type: none"> <li>1- Brief description (2 paragraph max.) of project/time period</li> <li>2- Name of Client organization</li> <li>3- Duration (mm/yy – mm/yy)</li> <li>4- Tasks from Annex A – Statement of Work accomplished during the referenced time period</li> <li>5- For each example for the last 5 years, the bidder must provide the required information and a reference who can verify the bidder's experience related to that time period.</li> </ol>	<p>Bidders will demonstrate their compliance with this criterion by submitting a CV listing, chronologically, work experience (project- or task-specific) relevant to the provision of services described within the Statement of Work:</p> <p>For each project/example, the bidder must provide the required information and a reference – Name, role of that person, e-mail and/or phone number – who can verify the bidder's experience related to that project.</p> <p>This reference must have been a Project Leader or Manager for the project/time period being referenced.</p>
M4	<p>The proposed resource must have at least 5 years' experience in the last 10 years completing all tasks listed in "Annex A – Statement of Work" in a Crown Corporation environment</p> <p>For each referenced example/period of time, you must provide the following information:</p> <ol style="list-style-type: none"> <li>1- Brief description (2 paragraph max.) of project/time period</li> <li>2- Name of Client organization</li> <li>3- Duration (mm/yy – mm/yy)</li> <li>4- Tasks from Annex A – Statement of Work accomplished during the referenced time period</li> <li>5- For each example for the last 5 years, the bidder must provide the required information and a reference who can verify the bidder's experience related to that time period</li> </ol>	<p>Bidders will demonstrate their compliance with this criterion by submitting a CV listing, chronologically, work experience (project- or task-specific) relevant to the provision of services described within the Statement of Work:</p> <p>For each project/example, the bidder must provide the required information and a reference – Name, role of that person, e-mail and/or phone number – who can verify the bidder's experience related to that project.</p> <p>This reference must have been a Project Leader or Manager for the project/time period being referenced.</p>

CCA may, but will not have the obligation to, contact client references representatives to validate the information provided in this proposal. In the event of any discrepancy between the information provided by the bidder and the information provided by the client reference(s), the CCA will give the bidder the opportunity to clarify any such discrepancy(ies).

It is the sole responsibility of the bidder to ensure that it provides a contact who is knowledgeable about the services the proposed resource has provided to its customer and who is willing to act as a customer reference. Government of Canada references will be accepted.

Note: References will be given 5 working days to respond to CCA. If a reference cannot be located or is unable to respond to CCA, the bidder will have 1 opportunity to swap that reference with another reference who can confirm the bidder's experience for that particular project. Bidders can do this a maximum of 3 times per bid and cannot substitute another project.