

RETURN BIDS TO:

Bid receiving e-mail:

bids-offres@canadacouncil.ca

REQUEST FOR PROPOSAL

Proposal to:

Canada Council for the Arts

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.

Title <i>Access to Information and Privacy (ATIP) Services</i>		Date May 14, 2024
Solicitation Number: CCA006ITIM		
Client Reference Number: CCA006ITIM		
Solicitation closes at: 2:00 p.m. EST (Eastern Standard Time) On: June 14, 2024		
F.O.B. Destination	Taxes See herein	Duty See herein
Destination of Goods and Services See herein		
Instructions See herein		
Address Inquiries to: Email: bids-offres@canadacouncil.ca		

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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 (Canada Council) and its business, including without limitation, projects, reports and clients of Canada Council, 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 Canada Council within 15 working days from receipt of the results of the bid solicitation process. At the Canada Council's discretion, the debriefing may be in writing, or by telephone.

PART 2 - BIDDER INSTRUCTIONS

2.1 Instructions, Clauses, and Conditions

- 2.1.1 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 found in Part 6 of the bid solicitation.

2.2 Submission of Bids

- 2.2.1 Bids must be submitted only to the Canada Council procurement e-mail address: bids-offres@canadacouncil.ca by the date, time and place indicated in the bid solicitation.
- 2.2.2 Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation. The Canada Council reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive Bidders, the Canada Council will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, the Canada Council will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- 2.2.3 Bids received on or before the stipulated bid solicitation closing date and time will become the property of the Canada Council and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).

Unless specified otherwise in the bid solicitation, the Canada Council will evaluate only the documentation provided with a Bidder's bid. The Canada Council will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

A bid cannot be assigned or transferred in whole or in part.

2.3 Improvement of Requirement during the Solicitation Period

- 2.3.1 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 Canada Council. 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 Canada Council at least 15 days before the bid closing date. The Canada Council will have the right to accept or reject any or all suggestions.

2.4 Enquiries - Bid Solicitation

- 2.4.1 All enquiries must be submitted in writing to the Canada Council Contracting Authority. Failure to comply with this requirement may result in the bid being declared non-responsive. Enquiries must be received no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered. The Canada Council will post all solicitation amendments on CanadaBuys with the bid solicitation document.

- 2.4.2 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 the Canada Council 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 Council determines that the enquiry is not of a proprietary nature.

- 2.4.3 The Canada Council 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 the Canada Council.

2.5 Applicable Laws

- 2.5.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 2.5.2 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 Ontario province and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Rejection of bid

- 2.6.1 The Canada Council may reject a bid where any of the following circumstances is present:
- a) The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - b) Evidence, satisfactory to the Canada Council, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - c) Evidence satisfactory to the Canada Council that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - d) With respect to current or prior transactions with the Canada Council:
 - The Canada Council has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - The Canada Council determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
 - e) Where the Canada Council intends to reject a bid pursuant to a provision of subsection 2.6.1 (d), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.

- f) The Canada Council reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single Bidder or a joint venture. The Canada Council reserves the right to:
- reject any or all of the bids submitted by a single Bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - reject any or all of the bids submitted by a single Bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada Council.

2.7 Code of Conduct for Procurement

- 2.7.1 The Code of Conduct for Procurement provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive. The Code of Conduct can be found here: [Code of Conduct for Procurement - Publications and Procurement Documents - Buying and Selling - PSPC \(tpsgc-pwgsc.gc.ca\)](#).

2.8 Rights of the Canada Council Council for the Arts

- 2.8.1 The Canada Council reserves the right to:
- a) reject any or all bids received in response to the bid solicitation;
 - b) enter into negotiations with Bidders on any or all aspects of their bids;
 - c) accept any bid in whole or in part without negotiations;
 - d) cancel the bid solicitation at any time;
 - e) reissue the bid solicitation;
 - f) If no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada Council; and, negotiate with the sole responsive Bidder to ensure best value to Canada Council.

2.9 Price justification

- 2.9.1 In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada Council 's request, one or more of the following price justification:
- a) a current published price list indicating the percentage discount available to the Canada Council; or
 - b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - d) price or rate certifications; or any other supporting documentation as requested by the Canada Council.

2.10 Conflict of interest—unfair advantage

- 2.10.1 In order to protect the integrity of the procurement process, Bidders are advised that the Canada Council may reject a bid in the following circumstances:
- a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada Council 's opinion, give or appear to give the Bidder an unfair advantage.
- 2.10.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by the Canada Council as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- 2.10.3 Where the Canada Council intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada Council 's sole discretion to determine whether a conflict of interest, unfair advantage, or an appearance of conflict of interest or unfair advantage exists.

2.11 Entire requirement

- 2.11.1 The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- 3.1.1 The Canada Council 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

***Optional – 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.

- 3.1.2 The Canada Council 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 the Canada Council IT security protocols sometimes view .zip files as possible viruses, so that file format should not be used.
- 3.1.3 It is the sole responsibility of the Bidder to ensure a timely submission of their bid. The Canada Council will not be responsible for late bids received at destination after the closing time, even if it was submitted before.

3.2 Section I: Technical Bid

- 3.2.1 **Mandatory Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Annex C, 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 resources comply is not sufficient. Where the Canada Council determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.
- 3.2.2 **Point-Rated Technical Criteria:** 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.
- 3.2.3 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.

For proposed resources' work experience to be considered by the Canada Council, 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. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained.

In order to facilitate the evaluation of the bid, the Canada Council 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 and Basis of Selection contains additional instructions that Bidders should consider when preparing their technical bid.

3.3 Section II: Financial Bid

- 3.3.1 Bidders must submit their financial bid in accordance with Annex "B". The total amount of Applicable Taxes must be shown separately, if applicable. Bidders must include a single, fixed, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the Pricing Schedule, Table B-1.

3.4 Section III: Certifications

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

3.5 Accessibility Standards

- 3.5.1 Bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and:
- a) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
 - b) 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

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

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria

Each bid will be reviewed for compliance with 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 declared non-responsive and be disqualified.

The mandatory technical criteria are described in Annex C.

4.2.2 Reference Checks

- 4.2.2.1 The Canada Council may, but will not have the obligation to, contact client references representatives to validate the information provided in this proposal. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed.
- 4.2.2.2 The Canada Council will not award any points and/or a Bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that the Canada Council's email is sent.
- 4.2.2.3 References will be given 5 working days to respond to the Canada Council. If a reference cannot be located or is unable to respond to the Canada Council, the Bidder will have 1 opportunity to swap that reference with another reference who can confirm the Bidder's experience for that particular project.
- 4.2.2.4 It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services it provided to its customer and who is willing to act as a customer reference. Canada Council references will be accepted.

4.2.3 Point-Rated Technical Criteria:

- 4.2.3.1 Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

The rated requirements are described in Annex C.

4.3 Technical Evaluation Joint-Venture Experience

- 4.3.1 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.

- 4.3.2 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.

- 4.3.3 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 Canada Council 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:

- a) Contracts all signed by A;
- b) Contracts all signed by B; or
- c) Contracts all signed by A and B in joint venture, or
- d) Contracts signed by A and contracts signed by A and B in joint venture, or
- e) Contracts signed by B and contracts signed by A and B in joint venture.
- f) that show in total 100 billable days.

- 4.3.4 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.

4.4 Financial Evaluation

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

4.5 Basis of Selection

- 4.5.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria of Annex C to be declared responsive.
- 4.5.2 The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 70 while the greatest possible Total Financial Score is 30.

- a) Calculation of Total Technical Score: The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points (Bidders, please refer to the maximum technical points in Annex C)}} \times 70 = \text{Total Technical Score}$$

- b) Calculation of Total Financial Score: The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Lowest Bidder's Average Per Diem Rate}}{\text{The Bidder's Average Per Diem Rate}} \times 30 = \text{Total Financial Score}$$

- c) Calculation of the Total Bidder Score:
The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$

- d) In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Technical Score will become the top-ranked Bidder.

4.5.3 One contract may be awarded in total as a result of this bid solicitation.

4.5.4 Bidders should note that all contract awards are subject to the Canada Council 's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Canada Council's internal policies. If approval is not granted, no contract will be awarded.

4.6 Requests for Clarifications

4.6.1 If the Canada Council 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 the Canada Council. Failure to meet this deadline will result in the bid being declared non-responsive.

4.7 Conduct of Evaluation

4.7.1 In conducting its evaluation of the bids, the Canada Council may, but will have no obligation to, do the following:

- a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - c) request, before award of any contract, specific information with respect to Bidders' legal status;
 - d) conduct a survey of Bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern; and,
 - f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties.
- 4.7.2 Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.
- 4.7.3 Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1. As per section 5.5 below, Bidders must provide the required certifications and additional information to be awarded a contract.

- 5.2 Unless specified otherwise, the Canada Council 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.
- 5.3 The Canada Council 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 Canada Council will render the bid non-responsive or constitute a default under the Contract.
- 5.4 The certifications and additional information listed at section 5.5 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 Canada Council 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.
- 5.5 Certifications Precedent to Contract Award and Additional Information

(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 a 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.

PART 6 - RESULTING CONTRACT CLAUSES

The following causes 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 Canada Council equipment noted in section 6.6 – Council Furnished Equipment. The laptop is to be used only for Canada Council-related work and includes access to the Canada Council'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 the Canada Council and its business, including without limitation, projects, reports and clients of the Canada Council, 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 the Canada Council 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 the Canada Council.

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 for a period of one year.

6.3.1 Option to Extend the Contract

The Contractor grants to the Canada Council the irrevocable option to extend the term of the Contract by up to 2 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.

The Canada Council 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

E-mail address: 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 Canada Council 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 Canada Council regarding the work being performed under this contract.

6.5 Payment

6.5.1 Basis of Payment - Limitation of Expenditure

6.5.1.1 The Contractor will be paid, for work performed in accordance with the contract in arrears, for actual time worked and any resulting deliverables, in accordance with the fixed all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

6.5.1.2 Canada Council's total liability to the Contractor under the Contract must not exceed \$ _____ **[to be filled in at contract award]**. Customs duties are included and applicable taxes are extra.

6.5.1.3 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.

(Hours worked x applicable firm daily rate) ÷ 7.5 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.

6.5.1.4 No increase in the total liability of the Canada Council or in the price of the Work resulting from any design changes, modifications, or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada Council's total liability being exceeded before obtaining the written approval of the Canada Council. The Contractor must notify the Canada Council 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 Canada Council a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada Council's liability.

6.5.2 Monthly Payments

The Canada Council will pay the Contractor, on a monthly basis for work performed during the month covered by the invoice, in accordance with the payment provisions of the Contract if:

- a) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) All such documents have been verified by Canada Council.
- c) The Work delivered has been accepted by Canada Council.

6.5.3 Time Verification

6.5.3.1 Time charged and the accuracy of the Contractor's time recording system are subject to verification by the Canada Council, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at the Canada Council's request.

6.5.3.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents, or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

6.5.3.3 The Canada Council reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has

identified amounts allocated to the Contract that are not in accordance with the Contract terms. Where the results of an examination indicate that an overpayment by the Canada Council has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

6.5.4 Invoicing Instructions

6.5.4.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment. Invoices must only apply to the Contract and must show:

- a) the date, the name and address of the Canada Council, deliverable/description of the Work, contract number;
- b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- c) deduction for holdback, if applicable; and,
- d) the extension of the totals, if applicable.

6.5.4.2 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

6.5.4.3 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.5.4.4 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.

6.5.4.5 By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

6.5.4.6 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.

6.6 Payment period

6.6.1 The Canada Council 's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the

Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later.

- 6.6.2 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Canada Council will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work.

6.7 Certifications and Additional Information

- 6.7.1 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 the Canada Council during the entire period of the Contract.

6.8 Code of Conduct for Procurement-Contract

- 6.8.1 The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract. The Code of Conduct can be found here: [Code of Conduct for Procurement - Publications and Procurement Documents - Buying and Selling - PSPC \(tpsgc-pwgsc.gc.ca\)](https://tpsgc-pwgsc.gc.ca).

6.9 Applicable Laws

- 6.9.1 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

- 6.10.1 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) Annex B, Basis of Payment;
 - d) 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

- 6.11.1 The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- 6.11.2 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.

- 6.11.3 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.

6.12 Copyright of Material

- 6.12.1 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 the Canada Council and in which copyright subsists. "Material" does not include anything created by the Contractor before the award date of the Contract.
- 6.12.2 Copyright in the Material belongs to the Canada Council and the Contractor must include the copyright symbol and either of the following notice on the Material: © Canada Council for the Arts (year) or © Conseil des arts du Canada (année).
- 6.12.3 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 Material as Canada Council may require.
- 6.12.4 The Contractor must provide at the request of the Canada Council a written permanent waiver of moral rights, in a form acceptable to the Canada Council, 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.

6.13 Liability

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

6.14 Powers of the Canada Council

- 6.14.1 All rights, remedies, powers and discretions granted or acquired by the Canada Council under the Contract or by law are cumulative, not exclusive.

6.15 Status of the Contractor

- 6.15.1 The Contractor is an independent contractor engaged by the Canada Council to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Canada Council and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Canada Council to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Canada Council. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

6.16 Identification Protocol Responsibilities

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

6.17 Conduct of the Work

6.17.1 The Contractor represents and warrants that:

- a) it is competent to perform the Work;
- b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

6.17.2 The Contractor must:

- a) Perform the Work diligently and efficiently;
- b) Except for the Canada Council Property, supply everything necessary to perform the Work;
- c) Use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- d) Select and employ a sufficient number of qualified people;
- e) Perform the Work in accordance with standards of quality acceptable to the Canada Council and in full conformity with the Specifications and all the requirements of the Contract;
- f) Provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

- 6.17.3 The Work must not be performed by any person who, in the opinion of Canada Council, is incompetent, unsuitable or has conducted himself/herself improperly.
- 6.17.4 All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to the Canada Council.
- 6.17.5 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
- 6.17.6 The Contractor must provide all reports that are required by the Contract and any other information that Canada Council may reasonably require from time to time.
- 6.16.7 The Contractor is fully responsible for performing the Work. The Canada Council will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by the Canada Council unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

6.18 Intellectual property infringement and royalties

- 6.18.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor the Canada Council will infringe any third party's intellectual property rights in performing or using the Work, and that the Canada Council will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 6.18.2 If anyone makes a claim against the Canada Council or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. The Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 6.18.3 The Contractor has no obligation regarding claims that were only made because:
 - a) the Canada Council modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b) the Canada Council used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications or other documentation); or
 - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by the Canada Council (or by someone authorized by the Canada Council); or
 - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by Canada Council. If a third-party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or the Canada Council, will defend

both [Contractor name] and the Canada Council against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to the Canada Council for the claim.

6.18.4 If anyone claims that, as a result of the Work, the Contractor or the Canada Council is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- a) take whatever steps are necessary to allow the Canada Council to continue to use the allegedly infringing part of the Work; or
- b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- c) take back the Work and refund any part of the Contract Price that the Canada Council has already paid.

6.18.5 If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, the Canada Council may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse the Canada Council for all the costs it incurs to do so.

6.19 Amendment and waivers

6.19.1 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

6.19.2 While the Contractor may discuss any proposed modifications to the Work with other representatives of the Canada Council, the Canada Council will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 6.19.1.

6.19.3 A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by the Canada Council, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

6.19.4 The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

6.20 Default by the Contractor

6.20.1 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.

6.20.2 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor,

the Contracting Authority may, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.

- 6.20.3 If the Canada Council gives notice under subsection 6.20.1 or 6.20.2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Canada Council for all losses and damages suffered by the Canada Council because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Canada Council in procuring the Work from another source. The Contractor agrees to repay immediately to the Canada Council the portion of any advance payment that is unliquidated at the date of the termination.
- 6.20.4 Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Canada Council, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that the Canada Council may have against the Contractor arising under the Contract or out of the termination, Canada Council will pay or credit to the Contractor:
- a) The value, of all completed parts of the Work delivered to and accepted by the Canada Council, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - b) The cost to the Contractor that the Canada Council considers reasonable in respect of anything else delivered to and accepted by the Canada Council.
- 6.20.5 The total amount paid by the Canada Council under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
- 6.20.6 Title to everything for which payment is made to the Contractor will, once payment is made, pass to the Canada Council unless it already belongs to the Canada Council under any other provision of the Contract.

6.21 Entire agreement

- 6.21.1 The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements, or conditions binding on the Parties other than those contained in the Contract.

ANNEX A

STATEMENT OF WORK

Access to Information and Privacy (ATIP) Services

Background:

The [Canada Council for the Arts](#) (Canada Council) contributes to the vibrancy of a creative and diverse arts and literary scene and supports its presence across Canada and around the world. The Canada Council 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 Canada Council fosters ever-growing engagement of Canadians and international audiences in the arts.

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

The Canada Council'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 Canada Council. It shares a common history and future with the Canada Council 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 the Canada Council'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:

The Canada Council 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 Canada Council. Requests cover a range of topics relevant to the Canada Council'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 Canada Council'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 Canada Council'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 must submit its financial bid in accordance with the Pricing Schedule found in Table B-1. As a minimum, the Bidder must include its quoted all-inclusive fixed per-diem rates in Canadian dollars in each of the cells requiring an entry in Table B.1- Pricing Schedule. The total amount of Applicable Taxes must be shown separately, if applicable.

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 period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

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.

Blank Prices: If the Bidder leaves any price blank, the Canada Council 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.

Table B.1 - Pricing Schedule			
ROLE:	Bidder's Fixed Per Diem Rate Contract Period	Bidder's Fixed Per Diem Rate Option Period 1	Bidder's Fixed Per Diem Rate Option Period 2
Senior Consultant	\$	\$	\$

The Bidder's Average Per Diem Rate will be determined using the following formula:

$$[(\text{Bidder's Fixed Per diem Rate for the contract period}) + (\text{Bidder's Fixed Per Diem Rate for Option period 1}) + (\text{Bidder's Fixed Per Diem Rate for Option period 2})] \div 3 = \text{Average Per Diem Rate.}$$

ANNEX C

EVALUATION CRITERIA

1.0 Mandatory criteria

1.1 The mandatory criteria are as follows:

Table C-1 - Mandatory Technical Criteria		
Number	Criterion	How the bidder will meet this criterion
M1	<p>The proposed resource must have ten (10) years of experience, within the last 15 years, in providing expert advice and recommendations on disclosure of complex* ATIP requests in a federal government department, agency or Crown Corporation.</p> <p>* Complex can be described as the application of legislation that requires reporting to Parliament or the Office of the Privacy Commissioner.</p>	<p>For each referenced project, the Bidder must provide the following information:</p> <ol style="list-style-type: none"> 1- Brief description of project and work completed by the resource 2- Name of Client organization 3- Duration of project (MM/YY–MM/YY)
M2	<p>The proposed resource must have a minimum of two (2) years of experience creating and delivering ATIP training.</p> <ul style="list-style-type: none"> • The ATIP training must have covered the application of the ATIP Acts • The training must have been at various levels, including introductory, intermediate, and senior leadership training. 	<p>For each referenced project, the Bidder must provide the following information:</p> <ol style="list-style-type: none"> 1- Brief description of project and work completed by the resource 2- Name of Client organization 3- Duration of project (MM/YY–MM/YY)
M3	<p>The proposed resource must have a minimum of two (2) years of experience creating new, and updating existing, ATIP program policies.</p> <ul style="list-style-type: none"> • Policies must have dealt with complex* ATIP concepts and be used by various stakeholders. <p>* Complex can be described as the application of legislation that requires reporting to Parliament or the Office of the Privacy Commissioner.</p>	<p>For each referenced project, the Bidder must provide the following information:</p> <ol style="list-style-type: none"> 1- Brief description of project and work completed by the resource 2- Name of Client organization 3- Duration of project (MM/YY–MM/YY)

2.0 Point-Rated criteria

2.1 The point-rated criteria are as follows:

Table R-1- Point-rated Criteria			
Number	Criterion	How the bidder will meet this criterion	Rating Scale
R1	The proposed resource should have experience in a Crown Corporation environment.	For each referenced project, the Bidder must provide the following information: 1- Brief description of project and work completed by the resource 2- Name of Client organization 3- Duration of project (MM/YY–MM/YY)	-2 points for each year of experience Up to a maximum of 10 points
R2	The proposed resource should have experience in conducting thorough investigations and effectively managing privacy breach interviews, documentation, and providing reports to relevant authorities.	For each referenced project, the Bidder must provide the following information: 1- Brief description of project and work completed by the resource 2- Name of Client organization 3- Duration of project (MM/YY–MM/YY)	5 points per year of experience Up to a maximum of 10 points
R3	The proposed resource should have experience conducting Privacy Impact Assessments (PIA) or assisting with the conduct of PIAs.	For each referenced project, the Bidder must provide the following information: 1- Brief description of project and work completed by the resource 2- Name of Client organization 3- Duration of project (MM/YY–MM/YY)	5 points per year of experience Up to a maximum of 10 points

R4	The proposed resource should have experience creating new, reviewing, and updating existing personal information banks (PIBs) for TBS registration. At least one PIB must have been registered for the points to be awarded.	<p>For each referenced project, the Bidder must provide the following information:</p> <p>1- Brief description of project and work completed by the resource</p> <p>2- Name of Client organization</p> <p>3- Duration of project (MM/YY–MM/YY)</p>	<p>5 points per year of experience</p> <p>Up to a maximum of 10 points</p>
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2.2 The maximum technical points for point-rated criteria are summarized below:

Table 2.2 –Maximum Technical Points	
	Maximum Points
R1	10
R2	10
R3	10
R4	10
Total Technical Score	40