

## **Annex A**

### **Statement of Work**

DRAFT

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## 1.0 Introduction

The Public Health Agency of Canada (PHAC) has a requirement to acquire technology solutions, referred to in this document as **National Vaccine Management Information technology Platform (NVMIP)**, to support the evolving COVID-19 vaccine management logistics and rollout requirements and services. The targeted procurement outcome is to acquire a solution and associated technology tools, the services of a solution integrator, and ongoing managed services to iterate, maintain, and operate the technology solution. PHAC expects that the solution will iteratively evolve from a minimum viable product, which provides support immediately, to a more complete ongoing functional solution using an agile and flexible approach.

## 2.0 Context and Background

On March 11, 2020, the World Health Organization (WHO) declared the newly discovered coronavirus (COVID-19) as a global pandemic. With COVID-19, rapidly spreading and creating serious health threats across the globe, citizens, businesses, and governments have been significantly disrupted creating an unprecedented economic and social, health impact.

The Government of Canada has taken unprecedented actions in an effort to slow the spread of this virus. It has implemented significant international travel restrictions, significantly reduced in-person interactions with government personnel, recalled citizens and staff from abroad and implemented strict guidelines for physical distancing and remote working.

In partnership with other levels of government (Federal, Provincial and Territorial), PHAC provides an array of services to monitor the evolution of this new virus and makes recommendations to prevent and limit its spread and associated impacts. PHAC is currently working closely with Canadian provinces and territories in the development of a pan-Canadian COVID-19 vaccine logistic management and rollout strategy and requires technology solution(s) with supporting technology tools, integration services, and ongoing maintenance and operations services.

Canada is in the process of negotiating contracts with COVID-19 vaccine manufacturers. Each manufacturer has a different operating model, technology, and capabilities regarding distribution and fulfilment, and requirements for storage temperature. In addition, provinces, territories, and other stakeholders have a range of technology capabilities and models for taking delivery of, storing, and administering vaccines, and for reporting status and progress.

The technology solutions and services will provide direct assistance to ensure rapid and successful management of the COVID-19 vaccine administration program across the nation and provide high availability of timely and critical data to inform decision-making at all levels and jurisdictions in Canada.

In doing so, Canada will have the tools and information to manage and respond to not only the current COVID-19 epidemic, but also future health and public health issues.

### 3.0 COVID-19 National Vaccine Management Information Technology platform(NVMIP)

The National Vaccine Information Management Platform (NVMIP) will provide core functionality and support national visibility and evidence based decision making at a federal level, and **will also support key territorial, provincial, and other stakeholders in the administration of the vaccine if/where that capability is needed.**

The NVMIP encompasses a set of three key sets of functional capabilities, listed below, and further described in Table 1.

1. **Intelligent Supply Chain (ISC):** Support order processing, situational monitoring, supply chain visibility, and functionality for inventory tracking and logistics
2. **Immunization Information System (IIS):** Gather information from all available public health entities (and other sources), and provide reporting and analytics on vaccine immunization coverage at the population level.
3. **Immunization Program Management (IPM):** End-to-end management of the process to administer and manage the immunization execution for specific points of administration

The NVMIP solution will iteratively evolve as the vaccine roll-out goes through various phases. The immediate need is the ISC capability, which PHAC expects will be delivered through a Minimum Viable Product (MVP) then iterated upon using an agile approach. In essence the ISC will be the core foundational capability to ensure the minimum operation of the National Operation Center managing the national rollout of the vaccine.

**Table 1.** National Vaccine Management Information Technology platform Capability Overview

Phase	Capability	Capability Summary
Phase I	Intelligent Supply Chain (ISC)	<ul style="list-style-type: none"> <li>The Intelligent Supply Chain (ISC) will support the National Operation Center (NOC) and Public Health Agency of Canada (PHAC)</li> <li>This system will provide the ability for provincial and territorial (P/T) partners to place orders for vaccine and the ability for PHAC to send approved orders to manufacturers</li> <li>It will track vaccines from manufacture to points of delivery through aggregating information from multiple Logistics Service Providers and their tracking systems</li> <li>This mission-critical system will provide supply chain management of short shelf life vaccine products, including cold chain status, and end-to-end traceability and visibility of the demand, inventory, and distribution of the vaccines</li> <li>It is envisioned that the ISC capability will need to integrate or capture information inputs from the Logistic Service Provider(s) and other entities involved in vaccine supply chain from manufacturer to the Point of Administration (PoA).</li> </ul>
Phase II	Immunization Information System (IIS)	<ul style="list-style-type: none"> <li>Immunization Information System (IIS) will include data to track national immunization coverage (at the population level, not at an individual patient level)</li> <li>The IIS will capture immunization coverage data from P/T stakeholders and systems (data will be uploaded, or be provided through existing systems by P/T's)</li> <li>The IIS will provide modern analytics, to enable informed decisions on vaccination coverage and safety</li> <li>Support reporting of adverse events by leveraging existing federal, provincial, territorial (F/P/T) processes and systems such as the Canadian Adverse Events Following Immunization Surveillance System (CAEFISS), providing functionality where those systems do not exist</li> <li>The analytics will provide the ability to detect patterns of vaccination in the community leading to better targeted vaccination programs and consequently better public health</li> </ul>
	Immunization Program Management (IPM)	<ul style="list-style-type: none"> <li>Immunization Program Management (IPM) will provide support for the workflows and data flows required for end-to-end Administration of COVID 19 vaccines by Points of Administration (PoA's)</li> <li>This capability will be made available if required (as determined by the Government of Canada (GoC) due to the absence of ready-to-use capabilities in certain geographic locations served by federal authorities</li> </ul>

Figure 1 illustrates how these three capabilities support management and oversight of the ordering, distribution, reporting, and administration of COVID-19 vaccines

Figure 1: NVMIP Solution Set Concept – Overview

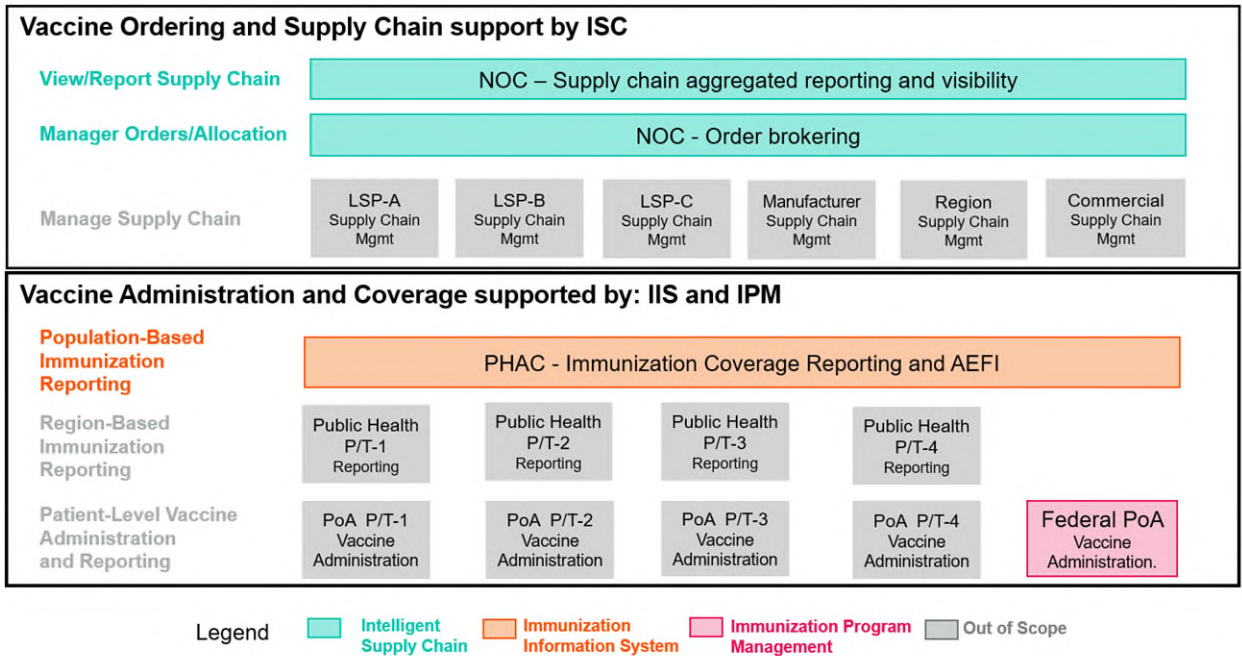
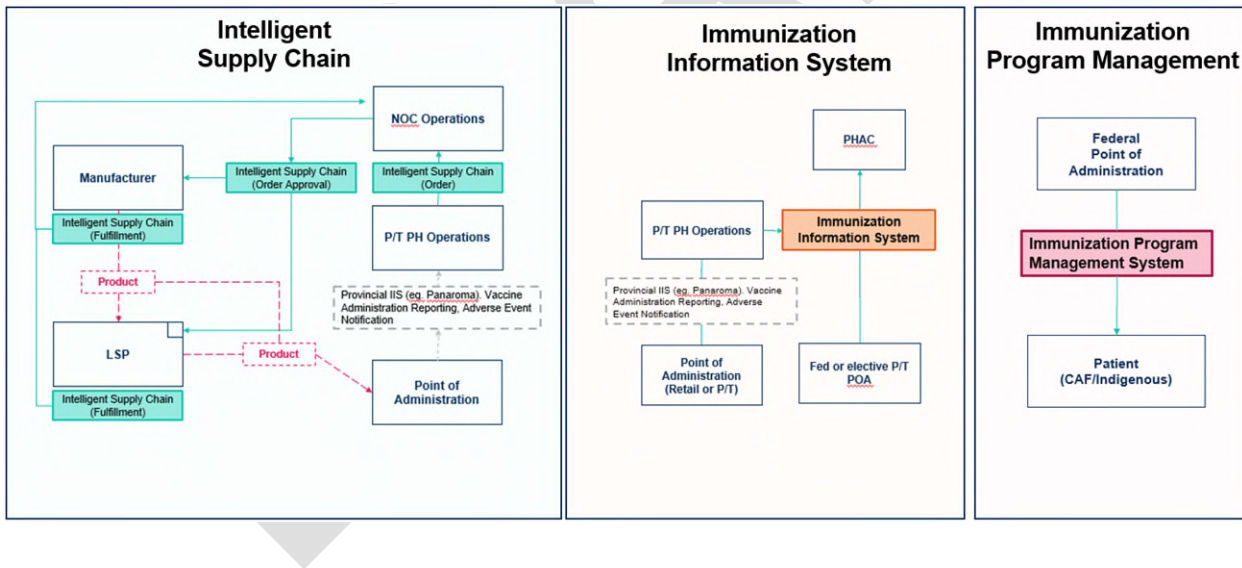
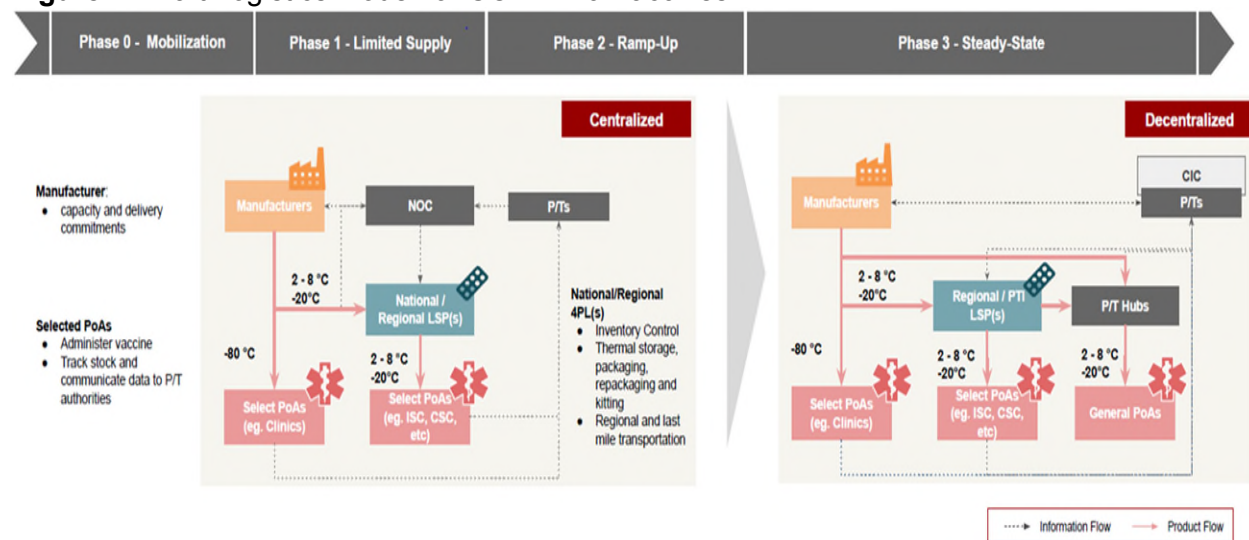


Figure 2: NVMIP Solution Set Concept – Detailed by Capability



The NVMIP solution must grow its capabilities over time to complement the evolution described in the draft logistics model illustrated in Figure 2:

**Figure 2: Draft Logistics Model for COVID-19 Vaccines**



At the outset, these are the key stakeholders impacted by the NVMIP, and their initial high-level roles and responsibilities (which will evolve over time):

- **PHAC** – will procure vaccines, allocate them to key stakeholders according to an agreed upon set of principles, and monitor distribution, use, and outcomes
- **Provincial / Territorial /First Nation (P/T)** public health agencies – will initially report use and outcomes to PHAC based on their principles and operating models, and they will also be involved in determining the sites for vaccine allocation, receipt of vaccines, and re-distributing them within the jurisdiction
- **Manufacturers** – will manufacture vaccines and distribute them to Federal, Provincial, Regional, or Retail depots based on agreements with PHAC
- **Logistics Service Providers (LSPs)** – will ensure safe and effective distribution of vaccines from Manufacturers to P/T locations, and within the P/T locations to Points of Administration (POAs) based on agreements with PHAC and with P/T Agencies
- **Provincial Central and Regional Depots** – will take receipt of vaccines and distribute them to local or regional depots or Points of Administration (PoAs) based on P/T principles and operating models
- **Retail Depots** – will take receipt of vaccines and distribute them to Points of Administration based on agreements with Provinces / Territories
- **Points of administration (PoA's)** (Pharmacy, Clinic, Hospital, First Nations communities) – will administer the vaccines and report administration and outcomes to P/T/First Nation public health agencies, and/or potentially directly to PHAC



- **Canadian Armed Forces (CAF)** – Responsible for managing the National Operations Centre which will execute the vaccine logistics plan and strategy, including federal allocation guidelines.

## 4.0 NVMIP Capability Descriptions

The NVMIP technology solution with supporting technology tools and integration capabilities will be initially comprised of, but not limited to, the following **three key sets of capabilities**. It is important to note that the requirements scope will change over time as the current pandemic environment and context is evolving rapidly, with potential implications on desired business requirements and outcomes.

### 4.1 Capability #1 - Intelligent Supply Chain: NVMIP Minimum Viable Product

The Intelligent Supply Chain (ISC) will support the National Operation Center (NOC) operations. This system will provide the ability for P/T partners to place orders for vaccine and the ability for PHAC to send approved orders to manufacturers. It will track vaccines from manufacture to points of delivery through aggregating information from multiple Logistics Service Providers and their tracking systems. **This mission-critical system will provide supply chain management of short shelf life vaccine products, cold chain status, and end to end traceability and visibility of the demand, inventory, and distribution of the vaccines.**

The main Intelligent Supply Chain processes include, but are not limited to:

- a) Managing orders for vaccines (and potentially vaccination supplies) placed by the P/Ts;
- b) Managing the release of approved orders from the NOC to specific manufacturers;
- c) Supply chain management, short shelf life management, cold chain status, temperature compliance and log tracking, visibility on demand, lead time tracking, orders, development of shipment plans, inventory and stock management dashboard, tracking and monitoring of vaccine shipments;
- d) Interfaces with manufacturers systems to gather status and shipment information;
- e) Interfaces with multiple LSPs tracking system, and other information sources, to aggregate data and track vaccines from manufacture to Point of Acceptance, and then to Point of Administration (PoA)
- f) Data entry capability for P/T's to place orders which do not have systems that can provide data electronically through interfaces; and
- g) Interfaces with P/T order entry systems where they exist.

**Appendix A** provides further detail as to an initial set of requirements for the Intelligent Supply Chain capability to support NOC operations and PHAC reporting.

### 4.2 Capability #2- Immunization Information System

The (IIS) will include data to track national immunization coverage (at the population level, not at an individual patient level). It will be fed by existing P/T immunization registries. The IIS will

provide modern analytics, to enable informed decisions on vaccination coverage and safety. The analytics must provide the ability to detect patterns of vaccination in the community, in order to better target vaccination programs.

The primary IIS processes must include, but are not limited to:

- a) Collecting immunization data (from P/T and other stakeholders) for immunization coverage and surveillance reporting;
- b) Storage of immunization data in a national database, with supporting advanced analytics for reporting and decision making;
- c) Feedback loop from point of administration or P/T registries to a national immunization database;
- d) Interfaces with PT systems to gather vaccination data (numerator and denominator);
- e) The ability for direct entry into the national database in the event that a provincial solution is not available;
- f) Tracks administration of vaccine to specific population groups and report immunization coverage based on granularity needed and available (as specified by GoC);
- g) Tracking any waste or vaccine loss;
- h) Support reporting of adverse events at the jurisdictional level including, but not limited to
  - o Integrating with and leveraging existing F/P/T processes
  - o Leveraging existing systems such as CAEFISS, and
  - o Creating data entry, and other data collection systems where the existing processes and systems are not sufficient
  - o Providing the ability to create automated notifications
  - o Providing the ability to conduct data analysis and develop dashboards, reports, and notifications

### **4.3 Capability #3 - Immunization Program Management**

This SOW section will be updated for the final published SOW.

IPM will provide support for the workflows and data flows required for end-to-end Administration of COVID 19 vaccines by specific PoAs, as determined by PHAC (emergency campaigns, specific geographies, health populations served by the federal government, etc.).

IPM functionality for PoAs must include, but is not limited to:

- a) vaccine eligibility;
- b) triage;
- c) scheduling;
- d) vaccination coverage;
- e) AEFI reporting;
- f) bar code scanning; and
- g) recording of vaccine administration and adverse events.

## 4.4 High Level Non-Functional Requirements

The vendor must provide a number of additional capabilities and comply with service standards, Policies, and Requirements(as indicated in Appendix C and D). More detail is provided for these in the attached Requirements document. Below is an initial set of the non-functional requirements.

- Some of the specific requirements include, but are not limited to:
  - Data needs to be easily viewable, in both graphical and tabular form including, where relevant, geo-location of assets
  - The views shall be modifiable to allow alternate views to be created by both administrative and non-administrative users
  - Views shall be resilient between sessions
  - Provides configuration capabilities (i.e. no-code, low-code and coded development)
  - Solution provides administrative capabilities for admin users (ex. popup table entry and updates, etc.) for the GoC and FPTs
  - Documented framework to support
    - Fast Healthcare Interoperability Resource (FHIR)
    - Interfaces and linkages with providers system(s), including industry standard APIs and WebServices
      - Including connectors to LSP technology
      - Including connectors to sophisticated supply tracking tools and services
      - Integrations must provide secure passage of information and the transfer of required sensitive information to identified stakeholders
  - Basic sharing mechanisms and versioning control for documents
  - Ability to interface with downloaded data including basic Office toolset
  - Ability to provide access management and access control, with user authentication security controls and integration
  - File transfer and user correspondence security using technology such as V-SAFE (smartphone-based, after-vaccination health checker for people who receive COVID-19 vaccines, using text messaging, telephone and web surveys to check in with vaccine recipients for health problems and adverse effects following COVID-19 vaccinations).
  - Available in both Canadian official languages (English and French)
  - Meets PHAC Security Assessment and Accreditation (SA&A) requirements checklist (reference to be updated in final published version)
  - Operates in a protected-B environment with appropriate security controls
  - High availability and real-time (99.7+) on a 24/7 basis, with business continuity option
  - A backup solution as a contingency to cyber-attack/system failure
  - Natural Language Processing & AI to help in analysis of high volume of real time data (outcome of vaccine program data) and decision making
  - Virtual Inventory (can be adapted)
  - Accessed across various form factors (e.g.; mobile web browser or mobile application)
  -

- Infrastructure and Hosting Requirements:
  - All hosting costs must be included in the solution by the provider, including, but not limited to the following: Compute, Storage, Database and middleware, Network Ingress, Network Egress, Content Delivery, Data Transfer
  - Scalable to support all stages of the implementation, including development, test, and production
  - Sufficient scalability to support delivery of high volume of vaccines to Canadians.
  - Sufficient capacity to accommodate all features of the solution for the ISC
  - Provide continuous availability (24 hours operation, 7 days per week, 365 days per year)
  - Provide resiliency to disasters impacting the hosting facility and must provide the ability for hosting to be transferred to an alternative data centre
- The solution must meet Government of Canada Protected B requirements (PHAC is still analyzing cloud and non-cloud solution implementation options and feedback are welcome to support the analysis).

## **5.0 Approach**

Following agile principles, the GoC plans to take an iterative approach to achieving its desired outcomes.

PHAC needs an MVP to test and utilize ISC capabilities for ordering and distribution of vaccine(s) that initially become available, before extending the Solution(s) to meet all the ISC capabilities.

The GoC may issue Task Authorization(s) (TA) for any Work that falls within the scope of this Contract, which may include all or any of the services described in section 8 - CONTRACTOR SERVICES.

## **6.0 Contractor Services**

### **6.1 Solution Design, Configuration, Integration, and Implementation Services**

The Contractor must provide Digital Solution Design, Configuration, Integration, and Implementation Services, including all necessary professional services, tools, and IT infrastructure, to provide a fully implemented and operating Solution(s) to support the achievement of the objectives and outcomes identified in the applicable TA.

The Contractor must, at a minimum provide (each of these services are describe in more detail within the following sections):

- a) Define and Analyze Services;
- b) Design Services;
- c) Configure, Interoperate and Build Services;
- d) Cleanse, Migration and Conversion Services;
- e) Test and Optimize Services;

- f) Implement and Stabilize Services; and
- g) SMS Operate and Migration Services.

The Contractor must perform the Digital Solution Design and Implementation Services in accordance with its methodology and approach as updated and approved at the start of each TA. The Contractor's approach must at a minimum:

- a) align to GoC's Digital Standards described in Appendix C. Government of Canada Digital Standards
- b) align to industry best practices as it relates to supply chain management and vaccine management including change management, service design, and outcomes management;
- c) iterate and work with the GoC in a collaborative, open, transparent manner, which includes early and ongoing stakeholder engagement; and
- d) use conceptual solutions such as proof of concepts, storyboards, wireframes, prototypes, conference room pilots, design thinking, or other interactive engagement approaches to develop, analyze, and confirm key solution requirements with Stakeholders.
- e) be designed to provide accessibility options for people with disabilities, and in conformance with WCAG 2.1 AA and/or EN 301 549 or as updated from time to time;
- f) use data-driven configurations that allow Users with appropriate permissions the ability to modify business rules without the requirement for custom code development for future business rule changes;
- g) follow the software publisher's best practices and guidelines for all software configurations and enhancements, and not limit the GoC's ability to leverage future software releases in any manner;
- h) use relevant, and established, GoC and industry standards (e.g., Business Processing Modeling Notation, Information Technology Infrastructure Library, and Open Group Architecture Framework); where possible and advantageous, the Contractor must consider the diversity of public health management practices across Provinces and Territories to ease the implementation and provide easy integration of functionality in a pan-Canadian context
- i) plan and manage for the entire life cycle, including the end of life phase; applications, services and information must be actively managed throughout their lifecycle to extract maximum benefit for lowest cost;
- j) address the full spectrum of security threats with multiple, overlapping protection approaches addressing the people, technology, and operational aspects of Solution(s);
- k) protect Canada's Data through capture, storage, exchange, use, and retention to protect the data's confidentiality, integrity, and availability;
- l) notwithstanding the preference for web services and Application Program Interface (API) Management, only require changes to interfaces with affected GoC systems on an opportunistic basis with no forced interface conversion unless interfaces are tightly coupled; and
- m) identify impacts, and recommend mitigation strategies regarding those impacts, to existing GoC systems;

Digital Solution Design and Implementation services must consist of the following key activities and individual TAs will identify the materials to be delivered by the Contractor in connection with these activities:

### **6.1.1 Define and Analyze Services**

The “Define and Analyze” activities must at a minimum accomplish the following:

- a) confirm business needs, intended outcomes and key risks, the Contractor must have the ability to perform raid requirement fit-gaps analysis through joint client workshop(s)
- b) conduct the needed research activities and environmental scan required to identify and analyze stakeholder needs, and draft preliminary communication, change management, and service design strategies;
- c) articulate high-level requirements, and determine the project scope that will satisfy those requirements;
- d) develop or enhance business models as required;
- e) assess the current business and technical aspect of the GoC’s environment;
- f) refine the high-level requirements into detailed business requirements that satisfy the business need; and
- g) determine detailed business requirements that are clear, complete, appropriate, and verifiable. The system’s logical components such as business data and processes are also identified.

### **6.1.2 Design Services**

The “Design” activities must at a minimum accomplish the following:

- a) build business and technical design specifications that can be used to produce and implement a Solution that satisfies GoC’s objectives and outcomes;
- b) consider the impact of the Digital Solution on the business organization;
- c) create, refine, and/or eliminate business processes, in line with business transformation activities;
- d) establish technical components, such as software, hardware, and network architecture that will form part of the Solution
- e) devise conversion and migration procedures;
- f) identify potential supporting professional services that will be required or would enhance the GoC’s ability to achieve its objectives and outcomes; and
- g) develop an integrated design model of subsystems, components, interfaces, key data entities, and business processes that comprise Solution(s), the Contractor must demonstrate design compliancy through a design review demonstration

### **6.1.3 Configure, Interoperate and Build Services**

The “Configure, Interoperate and Build” activities must at a minimum accomplish the following:

- a) develop an interoperable architecture containing all necessary internal and external systems and methods
- b) translate designs and specifications into automated and non-automated components that meet GoC’s requirements;
- c) interoperate the Digital Solution(s) with Vaccine Manufacturer, LSP, any provincial, territorial, federal, municipal systems involved in the end-to-end supply chain from manufacturer to point of administration, and any additional PoA systems
- d) develop and create business processes, templates and procedures;
- e) create and deliver digital solutions, including needed hardware, network and infrastructure components; and
- f) create solution design and other needed documentation

### **6.1.4 Data Cleansing, Migration and Conversion Services**

The “Data Cleansing, Migration and Conversion” activities must at a minimum accomplish the following:

- a) create data mappings between source and target systems;
- b) cleanse data needed to be migrated and imported into the Digital Solution(s);
- c) convert data to target formats and structures; and
- d) migrate the data from source to target systems.

The GoC’s legacy systems may hold information that must be migrated to the new Solution(s) to ensure an uninterrupted experience for Users and maintain reporting capabilities and balances. In some instances, data elements are duplicated across the legacy systems and may or may not be synchronized, depending on the business or solution need.

The current data may have quality issues that must be addressed through cleansing before migration can be completed. Furthermore, Solution(s) are likely to have different data structures. Migration may also involve transformation to meet functional requirements. Analysis, cleansing, transformation and migration may require the use of both machine and human efforts.

Execution of the Data Cleansing, Migration and Conversion activities will require continual involvement of relevant subject matter experts throughout the course of the effort to specify mapping and transformation rules, resolve data quality issues, and verify migration results.

Recognizing that ensuring data quality is not necessarily a static one-time process, the Contractor must flag on-going or recurring data quality issues, or opportunities for ensuring data quality on an on-going basis, in order that the Contractor may implement corrective measures and/or advise GoC of data quality issues with respect to data that GoC is providing to the Contractor. The Contractor is required to use any its tools available (e.g. Artificial Intelligence) to identify in advance potential or real data quality issues.

### **6.1.5 Test and Optimize Services**

The “Test and Optimize” activities must, at a minimum, accomplish the following quality management and release readiness activities:

- a) develop and maintain test plans, automated testing frameworks and scripts;
- b) prepare, develop and execute a series of quality control assessments to validate that the Solution(s):
  - i. meets performance standards;
  - ii. meets reliability, adaptability, and other technical considerations;
  - iii. meets business, technical and non-functional requirements;
  - iv. meets user experience expectations; and
  - v. is properly integrated with other systems;
- c) identify, document, prioritize and remediate defects in the Solution(s) through modifications in terms of the whole system environment:
  - i. business processes, databases, and network components are further tested and fine-tuned for performance.
  - ii. critical software and architectural components are improved for reliability, adaptability, and other technical considerations;
- d) prepare, maintain and distribute user training materials and solution documentation;
- e) deliver end user training;



- f) perform “User Acceptance Testing” (UAT) with stakeholders to test the core process life cycle in a non-production environment;
- g) ensure Solution(s) are ready for transition to operations; and
- h) obtain GoC’s final acceptance of Solution(s) prior to implementing into the production environment.

### **6.1.6 Implement and Stabilize Services**

The “Implement and Stabilize” activities must, at a minimum, accomplish the following activities:

- a) obtain the GoC’s acceptance of training and user readiness;
- b) perform contingency planning and recommendations when an implementation does not proceed;
- c) support the installation of Solution(s) with minimal disruption to the GoC’s business environment;
- d) migrate or support the migration of the current processes and data to the new solution;
- e) support the establishment or modification of a new production environment;
- f) transition the support and operations of the new application, including proper knowledge sharing, to ensure the GoC is self-sufficient to conduct simple configuration transactions; and
- g) perform post implementation reviews

### **6.1.7 SMS Operate and Migration Services**

The “Supply Management System (SMS) Operate and Transition Services” activities must, at a minimum, accomplish the following activities:

- a) Migrate data, content, processes from SMS to the new intelligent supply chain platform as required
- b) Operate new intelligent supply chain platform in tandem with SMS as needed

The GoC may continue to operate its current National Emergency Supply (NESS) Supply Management System (SMS) to enable Intelligent Supply Chain capabilities initially.

## **6.2 Tools and Methodologies**

The Contractor must provide industry leading, proven and applicable tools and methodologies and related Contractor work products and templates to accelerate the delivery and quality of all Contractor Services identified in this SOW (e.g., Digital Solution Design and Implementation Services, Stakeholder Management and Change Management services, and Managed Services)

## **6.3 Stakeholder Management, Organizational Change Management, and Training**

The Contractor must provide Stakeholder Management, Organizational Change Management, and Training services to support the achievement of the GoC’s objective and outcomes. These are activities related to enabling effective and timely adoption of the new Solution, including changes to roles, processes and operating models. Activities include:

- a) stakeholder management and engagement;



- b) organizational change management;
- c) organizational communications; and
- d) training and learning.

These tasks include at a minimum: engagement, strategy, planning and execution related to sponsorship, leadership alignment, stakeholder engagement and management, communications, training and production of learning and training materials, operating procedures, as well as organizational design and development.

The tasks performed and materials delivered must include the following key elements:

- a) change leadership, with a focus on supporting the GoC's vaccine management vision and roadmap for the future across the GoC;
- b) engaging and mobilizing resources internally across the GoC Departments, with a focus on ensuring the Department readiness for the adoption of changes;
- c) engaging and mobilizing resources externally, as needed; and
- d) delivering communications ensuring alignment of all internal and external messaging and tasks.

The Contractor must conduct the tasks under GoC governance in a manner that supports the following objectives:

- a) Stakeholders are actively engaged throughout design and implementation stages;
- b) Stakeholders evolve to, and adopt, new ways of working and interacting with the GoC with minimal disruption to performance or productivity; and
- c) The organization model enables the reengineered processes, and helps fulfill the GoC's outcomes.

## **Scope**

The scope of business capabilities and underpinning enabling technology platforms to be implemented under this Contract is broad, and is expected to affect stakeholders to varying extents. It is anticipated that the implementation of Solution(s) and Managed Services will result in the following outcomes:

- a) business process change, including changes to responsibilities and standard operating procedures impacting stakeholders;
- b) technology solution change affecting stakeholders; and
- c) changes in roles of the GoC and its stakeholders in the service management of Solution(s).

## **Training and Learning**

As specified in an individual TA, the Contractor is responsible for completing the following activities/delivering the following materials:

- a) a detailed description of training and proposed learning strategies;
- b) designing and developing a training program, including curriculum and related material;
- c) planning all training tasks;
- d) testing all training materials and content;
- e) scheduling and pre-planning translation requirements within existing GoC translation service levels;
- f) performing quality assurance of final training materials in English and French;
- g) developing a training schedule;

- h) delivering the training through a “train the trainer” approach; and
- i) delivering the training to Users in English and French using its own trainers, across the GoC as required.

The Contractor must coordinate and schedule the use of all training forums with the GoC in advance and must provide suitable remote learning methods (e.g., video-conferencing solutions). It is the Contractor’s responsibility to evaluate and confirm the availability and suitability of the GoC’s training facilities, and to obtain alternate facilities if the Contractor deems the GoC’s facilities inadequate, or unavailable, in alignment with the training schedule.

## **6.4 Data Science / Data and Analytics Services**

The Contractor must provide Data Science / Data and Analytics Services to support the achievement of GoC’s objective and outcomes. These services and the associated Solution(s) will allow Canada to better gather, organize and analyze its data to derive insights, trends and to inform and potentially automate decision-making and tasks.

## **6.5 Managed Services**

Managed Services is the practice of managing and delivering certain business capabilities, processes and/or functions through a service provider to improve operations, provide cost efficiencies and deliver better services. If requested as part of a TA, the Contractor must act as a service provider for a variety of Managed Services. This can include the provision of Managed Services for any of the Contractor Services described in this SoW, for example: the provision of the Digital Solution(s) as a service, the provision of Digital Solution Design and Implementation services, etc.

Managed Services can be either to:

- a) provision a service on an ongoing basis or;
- b) temporarily provision a service until the GoC is equipped and capable of provisioning the service autonomously;

One type of Managed Services is, Business Management Services, is the full management of a Business Capability or process as a service, also called Business Process as a Service.

Application Management Services is another type of Managed Service, it is the full management of a solution as a service, including the service management, ongoing support and operations of the Digital Solution. This includes application, infrastructure and support for both nonproduction and production environments. This type of Managed Services includes the following activities:

### **Maintenance Services**

The Contractor must perform the “Maintenance Services”, including repairing defects, creating and updating baseline documentation for production Applications, and all other life cycle support activities.

The scope of Maintenance Services includes:

- a) triage and investigation of Incidents regardless of whether it may result in an Enhancement in the future;
- b) application support and any miscellaneous effort;
- c) application Testing in production and non-production environments;
- d) regression Testing;

- e) fixing defects;
- f) code fixes to resolve Incidents that stop or hold application processes; and
- g) general application administration.

### **Incident Management Services**

“Incident Management Services” include supporting activities associated with restoring normal Application operation as quickly as possible and minimizing the adverse impact on business operations of the GoC so that the best possible levels of service quality and availability are maintained.

The primary activities of Incident Management include:

- a) Incident classification and initial support;
- b) Incident investigation and diagnosis;
- c) Incident escalation;
- d) Incident resolution and recovery; and
- e) Incident ownership, monitoring, tracking, and communication.

### **Problem Management**

The Contractor must provide “Problem Management Services”, which are services that minimize the adverse impact caused by Problems within the Applications and prevent recurrence of Incidents by determining the Problem causing such Incidents.

The Contractor must provide reactive Problem Management Services by diagnosing and solving Problems in response to one or more Incidents that have been reported through Incident Management. As well, the Contractor must provide proactive Problem Management to identify and solve Problems, and known errors before Incidents occur in the first place, including performing predictive analysis activities, where practical, to identify potential future Problems, develop recommended mitigation plans, and implement approved corrective mitigation actions and processes. The Contractor will also maintain, update and disseminate information about Problems and the appropriate workarounds and resolutions, so that the number and impact of Incidents occurring within the Applications is reduced over time.

The primary activities of Problem Management include:

- a) Problem control;
- b) error control;
- c) proactive prevention of Problems;
- d) identifying trends that could result in Incidents or Problems;
- e) performing major Problem reviews; and
- f) providing Problem Management reporting.

### **Discretionary Maintenance Services**

For the avoidance of doubt, any effort related to Discretionary Maintenance Services specified in this SOW will be performed by the Contractor in accordance with a prioritization mutually agreed by the Parties.

- a) **preventative maintenance:** Contractor must perform preventative maintenance services to diagnose and correct latent Problems and other errors in the Applications. Preventative maintenance covers events that, if not addressed proactively, could impact Applications in production.

- b) **adaptive maintenance:** Contractor must perform adaptive maintenance Services so that Application performance is not affected by Changes to interfacing Applications, new Applications or packages and technical environment Changes, that, if not addressed proactively, could impact Applications in production such as Upgrades of third-party software or tools, new, changed or replaced equipment, interface changes etc.
- c) **perfective maintenance:** Contractor must perform perfective maintenance Services to optimize performance of the Applications, with particular focus on areas including: general performance tuning (e.g., to improve Application response time), database performance tuning (e.g., storage space, query refinement), etc. Tool or script development to make the Maintenance Services more productive or labor-saving is included in this category.
- d) **predictive maintenance:** Contractor must employ techniques which are designed to help determine the condition of in-service equipment/systems in order to estimate when maintenance should be performed. The approach should identify cost savings over routine or time-based
- e) **preventive maintenance.** The desired result of predictive maintenance is to allow convenient scheduling of corrective maintenance, and to prevent unexpected equipment failures

## 6.6 Enhancement Services

The Contractor must perform minor (less than 100 hours) and major (more than 100 hours) Enhancement Services, including the following:

- a) make an assessment of each Service Request for Enhancement received from the GoC, and submit estimates to the Technical Authority and Contracting Authority for review. The estimation must also detail the merit and rationale of the design solution, detailed cost estimates, resource breakdown, and impact analysis of the change on the existing Application environment(s), such as system performance, integration, system Availability, etc.;
- b) subject to the GoC's written consent with respect to Contractor's response to the applicable request, design, develop, test, and implement each Enhancement; and
- c) create, update, and maintain relevant documentation to reflect the implementation of each Enhancement

## 6.7 Warranty Services

The Contractor must, at its cost and expense, perform Warranty Services that include any activities necessary to meet the Service Level Requirements stated in Appendix D and/or the Contractor's Service Level Agreement

## 6.8 Innovation Services

As set out in any given TA, the Contractor must provide Innovation Services to support the achievement of GoC's objective and outcomes. As provider of supply chain and vaccine management related services, the Contractor must, on an ongoing basis, participate in the identification, prioritization, introduction, management, monitoring, streamlining, optimization and/or improvement of any business capability included in, or related to, the business

capabilities found in Appendix B. Vaccine Management Business Capability Model. This may include participating in the high-level analysis and oversight of the introduction of net-new services, the evolution and enhancement of existing services while they are in operation or production, and the retirement of existing services.

The Contractor must identify, prioritize, assess, and report on innovations, including leading practices and industry trends that may enhance the alignment of Solution(s) to the GoC's objectives throughout the Contract. Should the GoC conclude that the innovations presented would add value to Solution(s), the Contractor must be prepared to deliver that value.

## **6.9 Transition-Out Services**

Regardless of it being requested explicitly or not in a TA, in the performance of all TAs the Contractor may provide Transition-Out Services to successfully transition services to the GoC. The Transition-Out services must include at least the following activities:

For solutions:

- a) migrate all the Canada's Data to the GoC's new service, including the information necessary to map the existing data to the GoC's new service; and
- b) perform and support all activities within a service transition plan related to:
  - i. data conversion, transition and migration;
  - ii. integration and testing;
  - iii. organization change management;
  - iv. training support; and
  - v. compliance and regulations for which only the Contractor (exiting) can be either directly responsible for, or that are dependent on the Contractor's (exiting) support to bring to completion.

For solutions and/or professional services provide the GoC with the required knowledge transfer such as the lessons learned, assets and documentation from work described in this present SOW.

## **6.10 Value Added Services**

If required by any TA, the Contractor must provide Value-Added Services to support the achievement of the GoC's objectives and outcomes. These services are Contractor services within the scope of the Contract but that are not specifically covered by another section of this SOW. The Contractor must provide the services outlined below on an as and when requested basis during the Contract. The Work will be requested through a TA.

Value-Added Services may be requested, for example, for the following types of services:

- a) feasibility studies, visioning, and roadmap development;
- b) service management such as Knowledge based tools;
- c) systems integration, including planning, scheduling, requirements analysis, architecture and design, integration, development, and testing;
- d) data management, including data architecture, migration, and conversion;

- e) analysis, design, development, test, implementation and support of modifications and/or enhancements to Solution(s);
- f) business process optimization services;
- g) legacy system support, transition, and decommissioning;
- h) additional Managed Services such as support in application planning and strategy, application planning and analysis, application services documentation, configuration management, service continuity management, etc.; and/or
- i) any other services that the GoC and/or the Contractor determine together that are required

## 6.11 Project Management Services

Regardless if it is requested explicitly or not in a TA, in the performance of all TAs the Contractor must provide Project Management Services to support the achievement of the GoC's objective and outcomes at no additional charge. These services must align to the GoC's project governance and the related policies and instruments, including at a minimum:

- a) The Policy on the Management of Projects (<http://tbs-sct.gc.ca/pol/doc-eng.aspx?id=18229>);
- b) GoC's Gating Framework for IT enabled projects (<https://www.canada.ca/en/treasury-board-secretariat/services/information-technology-project-management/project-management/guide-project-gating-it-enabled-projects.html>); and
- c) The Outcome Management Guide and Tools (<https://www.canada.ca/en/treasury-board-secretariat/services/information-technology-project-management/project-management/outcome-management-guide-tools.html>).

The Contractor will be responsible for selecting and developing the appropriate methodology for the implementation of each project. Project Management Services must, at a minimum, achieve the following:

- a) strategic assessment and concept: for confirmation of the project's objectives—both what is to be done and why—and the identification of key stakeholders;
- b) project approach: for confirmation of how the project's objectives will be achieved;
- c) business case and general readiness: for confirmation of funding and business outcomes;
- d) project charter / project management plan (PMP): for confirmation of resources, support, and governance;
- e) detailed project plan and functional specifications: for confirmation of readiness to proceed with construction
- f) construction complete and deployment readiness: for confirmation of readiness to deploy for both business and IT domains; and
- g) post-implementation review; a post-mortem and final step to gather lessons learned.

In providing the Project Management Services, the Contractor must, at a minimum, produce the following Materials:

- a) project charter;
- b) project management plan;
  - I. Scope management plan (e.g.: Work Break Down)
  - II. Cost management plan

- III. Time management plan
- IV. Quality management plan
- V. Risk management plan
- VI. Communication management plan

## **6.12As and When Required Services**

The GoC may require that the Contract provides any services described in section 6 on as and when needed basis.

## **7.0 Timeframe and Work Location**

It is anticipated that the first 'minimum viable product' establishing the foundation of the vaccine management technology solution and its platform **will be needed for production implementation during January 2021 or a modified date to be mutually agreed.**

The health, safety, and well-being of Government of Canada staff and contractors is our top priority. As such we expect that most of the engagement will leverage video/teleconference whenever practical. We will evaluate in-person interactions on a case-by-case basis.

# **Appendix A. Intelligent Supply Chain (NVMIP MVP)**

## **Statement of Work**

### **1.1. Overview**

- 1.1.1. In March 2020, the World Health Organization (WHO) declared the Coronavirus outbreak to be a public health emergency. This has resulted in the requirement for procurement of vaccines to treat COVID 19. This vaccine is vital to the safety of the population in order to contain the pandemic. The Minister of Public Service and Procurement Canada (PSPC) was tasked to procure the required vaccine for the Public Health Agency of Canada (PHAC) in order to prevent the higher spread of the virus among Canadian population.
- 1.1.2. The Government of Canada (GoC) is in the process of negotiating contracts with a variety of vaccine manufacturers at this time and each manufacturer has different delivery obligations; for example, manufacturers may be responsible for all logistics from their facilities to points of administration or GoC may be responsible for logistics from manufacturer's facilities to points of administration through contracting services with 3<sup>rd</sup> Party Logistics (3PL) providers. Regardless of the acquisition and distribution mechanisms in place, the importance of this vaccine requires that maximum visibility of the vaccine throughout the supply chain is available.

### **1.2. Scope**

- 1.2.1. This contract will provide Information Management Services to the Public Health Agency of Canada (PHAC) Vaccine Logistics National Operations Center (NOC).

### **1.3. Requirements**

- 1.3.1. PHAC is creating a logistic service provider contract to execute all the functions associated with managing and distributing the GoC procured vaccine. This may include, but is not limited to, transportation and distribution, warehousing and handling, inventory control, logistics information management, security, reporting and integration with other systems. It will also potentially include multiple vaccine manufacturers, transportation companies, storage firms, security companies, as well as the 13 provinces/territories and the GoC.
- 1.3.2. To ensure full visibility on the tracking, the Contractor will be responsible to develop an Information System, which fuses the information in each stage of the work as outlined in para 1.3.3, and allows the NOC to visualize specific information in geographical, tabular, graphical, statistical and other forms and display this information in near real time.
- 1.3.3. The Contractor will be notified by a Task Authorization Form, attached as Annex E. The Task Authorization Form will contain details of the work as well as pricing details in accordance with the pricing table in the Basis of Payment. All Tasks must be



conducted in full compliance with this Statement of Work and as detailed in the following appendices:

1.3.3.1. Appendix 1: Vaccine Ordering;

1.3.3.2. Appendix 2: Processing and Approval of Orders;

1.3.3.3. Appendix 3: Order Fulfillment;

1.3.3.4. Appendix 4: Distribution of Order;

1.3.3.5. Appendix 5: End User Reporting; and

1.3.3.6. Appendix 6: Other Considerations.

1.3.4. The NOC will provide an end-to-end tracking function of the COVID-19 Vaccine Logistics Process—as shown in figure 1.

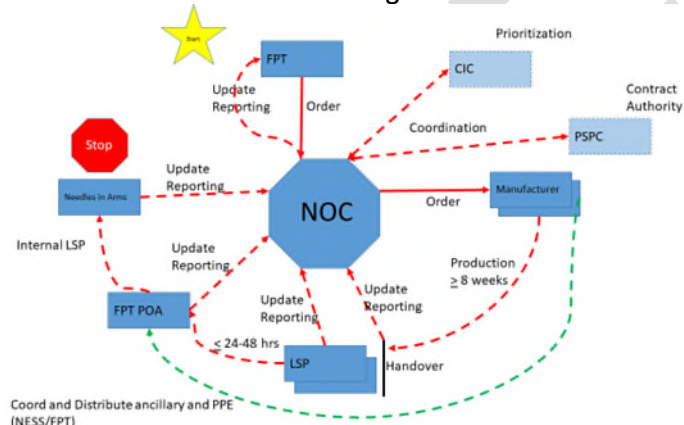


Figure 1 – Vaccine Distribution Workflow

1.3.5. The GoC may task the Contractor with all, some, or no services at all on a case by case basis. The services will be required for a period of 1 Jan – 30 Dec 2021 with an option to extend the contract in twelve month increments for up to an additional 36 months.

## **2. Vaccine Ordering**

### **2.1. Workflow Overview**

- 2.1.1. Local clinics within the FPTs are expected to submit requests through their normal acquisition chain for vaccine distribution. Each Federal, Province and Territorial Jurisdiction (FPT) will order vaccines in alignment with pre-determined allocations set in place by the GoC. This order will be sent from the FPT to the NOC, allowing the NOC to confirm distribution of order against allocation of vaccines. Upon receipt of the order from the FPT, the NOC will work to allocate and approve orders as per Appendix 2.

### **2.2. Order Requirements**

- 2.2.1. The mechanism for order will be a standardized template, based on a web portal or standardized form. The template should align as much as possible to current FPT vaccine ordering mechanisms in use with the federal government.
- 2.2.2. The order will likely include:
  - 2.2.2.1. Province;
  - 2.2.2.2. Type of Vaccine;
  - 2.2.2.3. Number of each type being requested;
  - 2.2.2.4. Delivery Location – FPT/Warehouse/Point of Administration (PoA);
  - 2.2.2.5. Number of Vaccines to be delivered to each FPT; and
- 2.2.3. Orders will be submitted directly to the NOC for action;
- 2.2.4. Orders will have version control;
- 2.2.5. Orders will be sharable from the NOC to other agencies (GoC, 3PL and Manufacturer) as required; and
- 2.2.6. The ordering system will have the ability to support Artificial Intelligence (AI) analysis of a high volume of real time data.

## **3. Processing and Approval of Orders**

### **3.1. Workflow Overview**

- 3.1.1. Following the arrival of an order at the NOC (Appendix 1), the NOC will need to process and confirm approval of the order. The NOC will confirm the order against the federal allocation and confirm the approval to proceed with the Contract Management Cell (CMC). The order will then be applied to the contract by the CMC. Once the

approval process is completed, the NOC will then send the orders to the appropriate locations to start order fulfillment (Appendix 3).

### **3.2. System Requirements**

- 3.2.1. The submission of an order will create a notification at the NOC;
- 3.2.2. The order should feed a workflow that allows the NOC to inform the technical authority without the need to duplicate the order information;
- 3.2.3. The submission of an order will provide the NOC with the data in a form required to automatically update a user definable view with the quantity and delivery locations required, including the tracking of all orders submitted to the NOC, including an aggregation of history;
- 3.2.4. A submitted order will be transformable to meet the submission requirements of the selected vaccine manufacturers/the 3PL;
- 3.2.5. The order system will be auditable, with data availability for up to seven years from the date of commencement; and
- 3.2.6. Within the NOC the system will have the ability to access any of the manufacturer websites avail for reference via hotlink or direct HTML.

## **4. Order Fulfillment**

### **4.1. Workflow Overview**

- 4.1.1. Following receipt of an order at the NOC (Appendix 1) and approval of the order from the technical authority (Appendix 2), the NOC will request order fulfillment using one of two mechanisms. The NOC will direct the 3PL to obtain vaccines from a GoC holding and simultaneously order replenishment of vaccine holdings from the manufacturer. If there are limited or insufficient holdings of vaccine exist in Canada, the NOC will order directly from the manufacturer, this order process could take eight or more weeks. Once the vaccine is in the hands of the 3PL, the order distribution process (Appendix 4) will begin.

### **4.2. System Requirements**

- 4.2.1. The system will have the ability to track estimated start and completion times of production of vaccines by manufacturers, as well as deviations to the timelines via:
  - 4.2.1.1. At minimum, a hand entry of information into a data source (csv, excel, database, etc.); and
  - 4.2.1.2. At final state, automatically updated information via data mine of manufacturer responses.
- 4.2.2. The system will track stockpile levels (by location) as provided by the 3PL (where housed in an 3PL facility) or as provided by GoC (where stored in a GoC facility);
- 4.2.3. The system will display vaccine storage container temperatures of stockpiles as provided by the 3PL;
- 4.2.4. The system will track order production times as provided by the manufacturer;
- 4.2.5. The system will track estimated order completion times as provided by the manufacturer;
- 4.2.6. The system will provide actual order completion times as provided by the manufacturer;
- 4.2.7. The system will provide order status on departure from the manufacturer; and
- 4.2.8. The system will provide order status on arrival at the stockpile location or on handover to the 3PL.

## **5. Distribution of Orders**

### **5.1. Workflow Overview**

- 5.1.1. Once the 3PL takes possession of a quantity of the vaccine from the GoC stockpile or a manufacturer, status of the order will be sent to the NOC, along with lot numbers of vaccines, quantities of vaccine, time of departure and estimated time of arrival at

destination. This will be sent to the NOC, to allow the NOC to inform the FPTs. The NOC will be capable of receiving the location of vaccines in transit, from the 3PL, in near real time. This will be displayed automatically on a geographic information system (GIS) with the NOC to provide situational awareness of vaccines in transit. The temperature of the vaccine in transit will also be tracked with the information displayed in the NOC on the GIS. Upon arrival at destination, the 3PL will inform the NOC of arrival details, including: vaccines handed to FPT or PoA per location, vaccines wasted, lost, damaged, or stolen.

## **5.2. System Requirements**

5.2.1. The system will be capable of displaying the following information, as provided by the 3PL, including but not limited to:

5.2.1.1. Lot numbers/expiry date/trade name and quantities of vaccines;

5.2.1.2. Time of departure from origin;

5.2.1.3. Estimated time of arrival destination, or Delivery Schedule, where more than one destination exists;

5.2.1.4. Near real time information on the location/status of vaccines as provided by the 3PL;

5.2.1.5. Temperature of vaccine throughout the delivery;

5.2.1.6. Anticipated or real deviation from the delivery timelines;

5.2.1.7. Route or delivery issues encountered;

5.2.1.8. Arrival at destination;

5.2.1.9. Any product issues (e.g. broken vaccines); and

5.2.1.10. Handover to destination, by location, lot number, expiry date, trade name and quantity.

5.2.2. The NOC will be notified immediately if:

5.2.2.1. A vaccine recall occurs;

5.2.2.2. There is a temperature deviation outside the temperatures required by the manufacturer; and

5.2.2.3. Vehicle accident/delay that compromises the usability of the vaccines in a delivery.

## **6. End User Reporting**

### **6.1. Overview**

- 6.1.1. Upon receipt of the vaccine delivery, a mechanism must exist to allow for reporting by the FPT personnel at the delivery location to confirm final status of the vaccine. This information should be aligned with FPT reporting to allow statistics gathering. The information should also be available to the NOC to facilitate redistribution of stock if required.

## **6.2. System Requirements**

- 6.2.1. The System shall provide an interface to allow reporting of vaccine reception, to include:
  - 6.2.1.1. Date/Time of receipt;
  - 6.2.1.2. Status of package (e.g. temperature, number broken, number expired, etc.)
  - 6.2.1.3. Number distributed (by lot number, expiry date and trade name);
  - 6.2.1.4. Number administered;
  - 6.2.1.5. Number wasted (e.g. not used within timeline prescribed by manufacturer); and
- 6.2.2. The system must permit automatic report generation (daily, weekly, monthly) to include a field selection for information display.

## **7. Other Considerations**

### **7.1. Security and Redundancy**

- 7.1.1. The Contractor is required to have processes and systems in place for the secure passage of information and the transfer of required sensitive information (e.g. encryption, access control, etc.) to identified stakeholders (to be identified in early phase).
- 7.1.2. The Contractor will need to ensure a backup solution is in place as a contingency to cyber-attack/system failure;
- 7.1.3. The system must be high availability (99.7+) and real-time on a 24/7 basis;
- 7.1.4. The system must have the capability for secure backup;
- 7.1.5. The system will have the ability to produce and exchange electronic handshakes for legal status of goods to ensure legal tracking for compliance;
- 7.1.6. The system will have access management, access control and user authentication;
- 7.1.7. The system must meet the PHAC Security Assessment and Authorization (SA&A) requirements checklist;

- 7.1.8. The solution must operate in a protected environment with security controls; and
- 7.1.9. The GoC must retain data rights.

## **7.2. Usability**

- 7.2.1. Data needs to be easily viewable, in both graphical and tabular form including, where relevant, geo-location of assets;
- 7.2.2. The views shall be modifiable to allow alternate views to be created;
- 7.2.3. Views shall be resilient between sessions;
- 7.2.4. The system will be usable in both official languages;
- 7.2.5. The system must accept data administration capabilities (popup table entry and updates, etc.) for the GoC and FPTs;
- 7.2.6. The system will allow for jurisdictions (by postal code) to report doses administered;
- 7.2.7. Software license agreements/requirements will be put in place by the contractor prior to use.
- 7.2.8. The system will permit frequent updates to improve user experience based on data need;
- 7.2.9. The solution should have the ability to provide readable information to the PHAC system;
- 7.2.10. The solution should be scalable;
- 7.2.11. The solution provider will make training available; and
- 7.2.12. The solution must meet criteria to provide an initial operational capability in the NOC by NLT 1 January 2021 or an agreed modified date, with an intent to be used as the NOC system of record.

## Appendix B. Vaccine Management Business Capability Model

The NVMIP capabilities represent a combination of national, provincial/territorial, and municipal needs and capabilities to procure, distribute, store, administer, manage, and report on COVID-19 vaccination in Canada and are represented in the following diagram.

Distribution and Storage	Vaccine Administration	Reporting and Analytics	
Manage/Monitor Vaccine Inventory	Complete Centralized Vaccination Administration	Report Program Progress	Follow-up with Clients
Manage Supply Logistics and Chain of Custody	Communicate with Clients	Communicate to Public on Program	Schedule 2 <sup>nd</sup> Dosage
Distribute Vaccines	Conduct Pre-Screening	Roll-up reporting to national level	Report on adverse events
Vaccine Selection / Procurement	Schedule Vaccination Appointments	Program Compliance/Audit	Provide Vaccination Notices
Distribute Vaccination Supplies	Administer Vaccinations	Research/Analysis of Program	Complete/Collect Vaccination Documents
Manage Supplies	Track Vaccination Administration	Manage Budget/Financials	Report on Vaccine Coverage
Order Vaccine	Manage administration workflow	Update Immunization Information System	
Integrate with Vaccine Manufacturers/Suppliers			
Workflow Management			
Monitor and update depot storage capacity			
Recruit Site Staff			



## Appendix C. Government of Canada Digital Standards

Improving government services in the Digital Age. Our goal is to provide public services to Canadians which are simple to use and trustworthy. The Government of Canada's Digital Standards form the foundation of the government's shift to becoming more agile, open, and user-focused. They will guide teams in designing digital services in a way that best serves Canadians. These digital standards were co-created with the public and key stakeholder groups. They are living standards and they will continue to evolve over time as we better understand the complexities involved in putting them into practice.

**Design with users:** Research with users to understand their needs and the problems we want to solve. Conduct ongoing testing with users to guide design and development.

**Iterate and improve frequently:** Develop services using agile, iterative and user-centered methods. Continuously improve in response to user needs. Try new things, start small and scale up.

**Work in the open by default:** Share evidence, research and decision making openly. Make all non-sensitive data, information, and new code developed in delivery of services open to the outside world for sharing and reuse under an open license.

**Use open standards and solutions:** Leverage open standards and embrace leading practices, including the use of open source software where appropriate. Design for services and platforms that are seamless for Canadians to use no matter what device or channel they are using.

**Address security and privacy risks:** Take a balanced approach to managing risk by implementing appropriate privacy and security measures. Make security measures frictionless so that they do not place a burden on users.

**Build in accessibility from the start:** Services should meet or exceed accessibility standards. Users with distinct needs should be engaged from the outset to ensure what is delivered will work for everyone.

**Empower staff to deliver better services:** Make sure that staff have access to the tools, training and technologies they need. Empower the team to make decisions throughout the design, build and operation of the service.

**Be good data stewards:** Collect data from users only once and reuse wherever possible. Ensure that data is collected and held in a secure way so that it can easily be reused by others to provide services.

**Design ethical services:** Make sure that everyone receives fair treatment. Comply with ethical guidelines in the design and use of systems which automate decision making (such as the use of artificial intelligence).

**Collaborate widely:** Create multidisciplinary teams with the range of skills needed to deliver a common goal. Share and collaborate in the open. Identify and create collaborations that help deliver value to Clients and Users

## **Appendix D: Safeguarding Personal Information and Policy Requirements**

### **Safeguarding Personal Information**

This SOW section will be updated for the final published SOW.

To the extent any Personal Information is stored on Contractor systems or any personal information or records the Contractor is required to handle (collect, retain, use, disclose and dispose), the Contractor must safeguard the Personal Information at all times by taking all administrative, physical and technical security measures that are necessary to secure and protect its availability, integrity and confidentiality. Such measures must be approved by Canada. To do so, at a minimum, the Contractor must:

- a) Ensure that employees who have access to the System have been granted the appropriate security clearance as specified by Canada in accordance with the Security Requirements Check List (SRCL) provided in the RFP;
- b) Safeguard the Personal Information transmitted, processed, or stored by the Contractor in a manner appropriate for the sensitivity of the Personal Information;

### **Protection and Security of Data Stored in Databases**

The Contractor must ensure that all the databases containing any information related to the Work reside within the Geographic Boundaries of Canada.

The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of authentication and access control.

The Contractor must process all data related to the work identified in the Contract within the Geographic Boundaries of Canadian

The Contractor must not subcontract (including to an affiliate) any function without prior approval of the Technical Authority.

### **Policy Requirements**

This SOW section will be updated for the final published SOW.

NVMIP must be in conformity with all relevant federal policies, directives and guidelines.

Treasury Board policies include but are not limited to:

- **Policy Framework for Information and Technology**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12452>
- **Policy on Information Management**

<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12742>

- **Policy on Management of Information Technology**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12755>
- **Operational Security Standard: Management of Information Technology Security (MITS)**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328>
- **Policy on Privacy Protection**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12510>
- **Policy on Access to Information**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12453>
- **Directive on the Administration of the Access to Information Act**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18310>
- **Policy on Government Security**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>
- **Operational Security Standard on Physical Security**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12329>
- **Policy on Financial Management**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32495>
- **Policy on Internal Audit**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16484>
- **Policy on Communications and Federal Identity**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683>
- **Directive on Identity Management**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16577>
- **Guideline on Defining Authentication Requirements**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26262>
- **Policy on Acceptable Network and Device Use**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27122>

Policies, Standards and Directives governing on-line service delivery, including but not limited to:

- **Social Media and Web Requirements**  
<https://www.canada.ca/en/treasury-board-secretariat/topics/government-communications/social-media-web-requirements.html>
- **Standard on Web Accessibility**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>
- **Standard on Web Usability**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227>
- **Standard on Web Interoperability**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25875>
- **Standard on Email Management**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27600>
- **Standard on Optimizing Websites and Applications for Mobile Devices**  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27088>

Additional Policies, Standards, guidelines and directives can be found in their entirety on the Treasury Board Secretariat of Canada website: [www.tbs-sct.gc.ca](http://www.tbs-sct.gc.ca)

## Appendix E: Service Level Agreements

This SOW section will be updated for the final published SOW.

### Service Level Requirements

#### Performance Measurement and Reporting

Unless otherwise specified in a TA, the Contractor must provide a Performance Report to the Technical Authority on an as-and-when-requested basis containing statistical information on the performance of Solution(s) as compared to the Service Level Requirements.

The report must include the service request description, the service request status and information that the Project Authority requires to understand the service request and its resolution. Note, that all the service target levels are a minimum guideline and if the Contractor default services are better than those required by the Task Authorization, the Contractor levels apply. E.g. GC specifies 99.6% Uptime and Contractor default SLA is 99.7%, 99.7% applies.

#### Service Standard Failures and Exclusions

With respect to Service Standard Failures or a negative trend towards failing to meet the Service Standards, upon conducting an analysis of the data captured in the Performance Report, the Contractor must identify any discrepancies, including:

1. Notify the Project Authority as soon as the Contractor becomes aware of such failure;
2. Carry out a root cause analysis to investigate the underlying cause of the failure and preserve any data indicating the cause of the failure;
3. Act as agreed with the Project Authority to minimize the impact of the failure and prevent it from recurring;
4. If practical, correct the failure immediately in order to resume fulfillment of the Service to the applicable Service Standard;
5. Prepare and deliver to the Project Authority a report identifying the failure and, where possible, its cause, business impact, remedial plans, timeframe for implementing improvement plans, and any impact on the Solution(s);
6. Advise the Project Authority of the status of all remedial efforts being undertaken by the Contractor with respect to the underlying cause of the failure; and
7. In calculating the Contractor's compliance with the Service Standards, Canada will not count any performance issues:
  8. caused by factors outside of the Contractor's control;
  9. that resulted from any actions or inactions of GC or any third parties not within the Contractor's control; or

that resulted from GC's equipment and/or third-party equipment not within the primary control of the Contractor must not be included in such calculations (unless the event is the result of acts or omissions of the Contractor). At the GC's request, the Contractor must provide substantiation that the cause of the service issue is reasonably outside of its control. Service level failure and earn back clauses will be described in each individual TA.

## **Service Level Requirements (SLR) Amendments**

### **Changes to SLRs**

The Contractor and Canada may agree to modify, add, delete or otherwise make changes to the SLRs in accordance with the change process (“Changes to SLRs”). At Canada’s request, the Contractor will provide to Canada performance data recorded by the Contractor in connection with the services for the purpose of assisting Canada with the implementation of any such changes.

### **Additions**

Canada may, once per calendar quarter, require the addition of one or more SLRs along with the criteria for measuring such SLR(s) (including any specific measurement tools), any unique reporting requirements, and any other pertinent information, regarding such SLR (including the Reporting Period and Measurement Interval). Canada will provide all such requests in writings as per change control processes.

### **Modifications**

Canada may, once per calendar quarter, require the modification of one or more SLRs by providing the request to Contractor in writing as per change control processes. The request will describe, in reasonable detail, the nature of the modification, including any changes in the measurement tools and method for measuring the SLRs. Once per calendar quarter, the Contractor and Canada will review and agree upon adjustments to the SLRs to reflect anticipated continuous improvements in the SLRs; provided, however, that unless requested by Canada, in no event will any SLRs be made less favorable to Canada as a result of such a review.

### **Deletions**

Canada may delete one or more SLRs at any time by providing a written request to Contractor for the deletion. With respect to any such deletion, Canada will provide the Contractor thirty (30) days’ notice.

### **Annual Review**

Within 12 months after each applicable commencement date, and at least annually thereafter (after all initial commencement dates have passed, the Contractor and Canada will agree to synchronize to a single date for future use), or solely at Canada’s request, the Contractor and Canada will review the SLRs and any proposed adjustments to them as appropriate pursuant to the change control procedures. The Contractor and Canada will also review any other considerations relating to the SLRs raised by either the Contractor or Canada.

## Service Level Standards

### Vendor Reporting

This service level identifies the adherence of the Contractor to the agreed schedule and accuracy of reports, as identified in the SOW.

**Table 1. Vendor Reporting**

Service Measure	Performance Target	SLR Performance %
Reporting Schedule	Provision of reports as agreed	95%
Formula	Schedule Adherence (%) is based on the total number of both agreed and required actions that are completed within the target dates, divided by the total number of actions either agreed to or required in the measurement period. Accuracy (%) is based on the number of individual reported data elements that are in line with actuals, divided by the total number of data elements contained in all reports presented within the month.	
Measurement Interval	Monthly	
Reporting Period	Monthly	
Measurement	Method/Source	
Data	TBD by GC in consultation with the Contractor as set out in individual TAs	

### Service Desk Availability

**Table 1. Vendor Reporting**

Service Measure	Performance Target	SLR Performance %
Schedule	Tier 1 & Tier 2 Mon- Fri, 07:00-19 :00 EST	Schedule
Formula	Availability (%) = 100% - Unavailability (%) where Unavailability is defined as: $(\sum \text{Outage Duration} \times 100\%) \div (\text{Schedule Time} - \text{Planned Outage})$	
Formula	Availability (%) = 100% - Unavailability (%) where Unavailability is defined as: $(\sum \text{Outage Duration} \times 100\%) \div (\text{Schedule Time} - \text{Planned Outage})$	

Measurement Interval	First month: Measure daily Thereafter: Measure daily
Reporting Period	First month: Report weekly Thereafter: Report monthly

### ***Service Desk Incident Acceptance Response Time***

Incident Acceptance Response Time is the measure of the time for the service desk to accept (i.e., receive, log and assign for Resolution) an Incident. Time is measured from the time the Incident is received by the Contractor to the time it is logged and assigned for resolution in the service desk application.

**Table 2.** Incident Acceptance Response Time

<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>
Percentage	Priority 1 Incident: < 60 elapsed minutes Priority 2 Incident: < 60 elapsed minutes Priority 3 Incident: < 2 Standard Operating Hours Priority 4 Incident: < 4 Standard Operating Hours	95% (all Priority Levels)
Formula	[Number of Incidents (of all Priority Levels) received and accepted (i.e., received, logged, and assigned) within the Target Performance during the Measurement Interval] divided by [total number of Incidents (of all Priority Levels) received and accepted during the Measurement Interval] multiplied by 100% = "Percent (%) Attained"	
Measurement Interval	Monthly	
Reporting Period	Monthly	
Measurement Method/Source Data	TBD by GC in consultation with the Contractor after Contract Award	



## ***Performance Incentive Fee***

This SOW section will be updated for the final published SOW.

- a) The objective of the Performance Incentive Fee (PIF) is to encourage the Contractor to proactively assist Canada in achieving outstanding results in areas the Government has chosen for special emphasis or priority.
- b) The PIF is a discretionary program, at Canada's sole discretion. Before the beginning of each Fiscal Year, Canada will determine whether a PIF will be put in place for that year to support the achievement of any special objectives or priorities it may have. The Project Authority (PA) will consult with the Contractor and then notify the Contractor of any PIF that is to be made available using a Letter of Emphasis.
- c) As a prerequisite to being considered eligible for a PIF discretionary payment, the Contractor must first have met the minimum Service Level Requirements (SLR) throughout the Fiscal Year.
- d) The total PIF payments in a given Fiscal Year can be no greater than 10% of the total possible Contract fees forecasted by Canada for that Fiscal Year. The total of all PIF payments over the Contract Period can be no greater than 10% of the total of all fees paid in all fiscal years, calculated prior to applicable taxes.
- e) Any Letter of Emphasis will identify target PIF initiatives and set out specific objectives that are to be emphasized, the performance measurement criteria that will be used to assess the achievement of those objectives, the percentage of Contract Fees available as the PIF payment and the allocation of that percentage between objectives. The PA will seek input from the Contractor about the selection of areas of emphasis, but the final selection of these will be at the sole discretion of the PA.
- f) PIF-related performance will be assessed against the areas set out in the Letter of Emphasis.
- g) The Contractor will prepare a monthly status report to provide feedback on progress towards meeting the objectives and the performance measurement criteria. At the end of the Fiscal Year, the PA will use the final year-end status report to determine whether the Contractor has met the objectives and is eligible for the PIF payment.
- h) In the event the Contractor has passed all the SLR throughout the Fiscal Year and the PIF objectives and performance measurement criteria have been met, the PA will authorize the PIF payment. The PIF payment will be calculated by multiplying the total Contract Fees for that Fiscal Year by the percentage of Contract Fees available for the PIF payment identified in the Letter of Emphasis, or in accordance with the Letter of Emphasis.
- i) In the event the Contractor has met all the Service Level Requirements for the Fiscal Year but only some of the PIF objectives and performance measurement criteria have been met, the PA may in Canada's sole discretion authorize a partial PIF payment based on the allocations for those objectives set out in the Letter of Emphasis.
- j) All PIF amounts are payable at Canada's sole discretion and are not subject to any dispute resolution sections of the Contract. However, if the Contractor does not agree with the amount of Canada's PIF payment for a given year, within 15 business days, the Contractor may present its concerns and Canada will consider these concerns and may revise the PIF payment, if Canada considers, in its discretion, a revision to be appropriate.

- k) Canada is not bound to use any PIF and may choose not to use the PIF in any given year. Canada is also not bound to use the entire amount of any PIF that is set aside for a given year.

DRAFT

**BID SOLICITATION  
FOR (A) CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR  
SOLUTION- BASED INFORMATICS PROFESSIONAL SERVICES  
(SBIPS)  
PUBLIC HEALTH AGENCY OF CANADA (PHAC)**

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**List of Annexes to the Resulting Contract:**

Annex A Statement of Work

Appendix A to Annex A - Tasking Assessment Procedure;  
Appendix B to Annex A - Task Authorization (TA) Form;  
Appendix C to Annex A - Certifications at the TA stage.

Annex B Basis of Payment

Annex C Security Requirements Check List

**Attachments:**

Attachment 1 – Bid Submission Form

Attachment 2 – Mandatory Technical Criteria

Attachment 3 – Point-Rated Technical Criteria

Attachment 3.1 – Proof of Concepts

Attachment 4 – Pricing Schedule

Attachment 5 – Federal Contractors Program for Employment Equity – Certification

Attachment 6 – Electronic Payment Instruments

Attachment 7 – Canadian Content Certification

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

This document states terms and conditions that apply to this bid solicitation. It is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, appendices and any other annexes.

### 1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the **Public Health Agency of Canada (PHAC)** (the "**Client**") for Solution-Based Informatics Professional Services (SBIPS) under the SBIPS Supply Arrangement (SA) method of supply.
- (b) Canada has an initial requirement for a commercially available National Vaccine Information Management Platform (NVMS) (the "**Software Solution**") for approximately \_\_\_ Client Users. The required Software Solution must include the Licensed Software, a \_\_\_-month warranty, software maintenance and support, and documentation. Training and professional services must also be provided, if requested. The bid solicitation is intended to result in the award of a contract for 2 years, plus 3 irrevocable option(s) allowing Canada to extend the term of the contract. All parts of the Software Solution must be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English and French, and operate at all times in accordance with the Statement of Requirements in the Client's operational environment described in the bid solicitation. The term "**Client User**" refers to the employees of the Government of Canada, the Minister's office and staff, and other individuals authorized by the Client to perform services in relation to the business and affairs of the Client, including public servants from other departments and contractors or consultants performing work for the Client from time to time. Although Canada may make the NVMS available to any or all of the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- (c) The national security exception provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.
- (d) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract

Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

- (e) The requirement is limited to Canadian goods and/or services.
- (f) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractors Program for Employment Equity – Certification."
- (g) Bidders must use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled "Bidder Instructions, and Part 3 entitled "Bid Preparation Instructions", of the bid solicitation, for further information.
- (h) Only the following Vendors are invited to submit a response to this bid solicitation:
  - Accenture Inc.;
  - CGI Information Systems and Management Consultants Inc.;
  - Deloitte Inc.;
  - Ernst & Young LLP.
  - IBM Canada Limited;
  - KPMG LLP;
  - Pricewaterhouse Coopers LLP (PWC); and
- (i) The SBIPS SA EN537-05IT01 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the SBIPS SA
- (j) The Resource Categories described below are required on an as and when requested basis:

RESOURCE CATEGORY
Project Manager - Senior (10+ years)
Project Manager - Intermediate (5-10 years)
Solution Architect - Senior (10+ years)
Solution Architect - Intermediate (5-10 years)
Business System Analyst - Senior (10+ years)
Business System Analyst - Intermediate (5-10 years)
System Administrator - Senior (10+ years)
System Administrator - Intermediate (5-10 years)
Technical Architect - Senior (10+ years)
Technical Architect - Intermediate (5-10 years)
Programmer / Developer - Senior (10+ years)
Programmer / Developer - Intermediate (5-10 years)

Programmer / Developer - Junior (Less than 5 years)
Database Analyst - Senior (10+ years)
Database Analyst - Intermediate (5-10 years)
Database Analyst - Junior (Less than 5 years)
Training Specialist - Intermediate (5-10 years)
QA Analyst - Senior (10+ years)
QA Analyst - Intermediate (5-10 years)
QA Analyst - Junior (Less than 5 years)
Testing Specialist - Senior (10+ years)
Testing Specialist - Intermediate (5-10 years)
Testing Specialist - Junior (Less than 5 years)
Project Manager - Senior (10+ years)
Project Manager - Intermediate (5-10 years)

### 1.3 Debriefings

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

### 1.4 Conflict of Interest

(a) Bidders are advised to refer to Conflict of Interest provisions at Article 18 of SACC 2003, Standard Instructions – Goods or Services – Competitive Requirements (dated (2020-05-28)) and Conflict of Interest provisions of SACC 2035, General Condition – Higher Complexity – Services (dated 2020-05-28) available on the Public Works and Government Services Canada (PWGSC) Website.

(b) Bidders are advised that Canada will not accept a bid from the following resources and private sector contractors as they have provided assistance and services in preparing strategies and documentation related to this procurement process. In addition, Bidders are advised that a bid will be rejected if any of the resources or private sector contractors listed below was involved in any manner in the preparation of its bid.

#### **Contractors:**

VENDOR
Gartner Canada Co.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract(s).
- (c) The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 3.a. of Section 01, Integrity provisions - bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
  - a. at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- (e) Subsection 4 of Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 180 days
- (f) Subsection 1 of Section 08, Transmission by facsimile or by epost Connect of Standard Instructions 2003 incorporated by reference above, is deleted and replaced by the following:
  - 1. Facsimile

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

### 2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit via e-post Connect by the date and time indicated on page one of the bid solicitation.

**Note:** For bidders needing to register with epost Connect the email address is: [tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca) . Interested Bidders must register a few days prior to solicitation closing date.

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 3 business days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.4 Former Public Servant

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

(b) **Definitions**

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

(c) **Former Public Servant in Receipt of a Pension**

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

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

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

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

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

## 2.5 Applicable Laws

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

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

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

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**2.7 Volumetric Data**

The data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

**2.8 Bid Challenge and Recourse Mechanisms**

- a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - i. Office of the Procurement Ombudsman (OPO)
  - ii. Canadian International Trade Tribunal (CITT)
- c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

#### (a) Epost Connect Bid Submission

- (i) Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- (ii) The bid must be gathered per section and separated as follows:
  - (A) Section I: Technical Bid
  - (B) Section II: Financial Bid
  - (C) Section III: Certifications
- (iii) For further information please refer to article 08 - Transmission by facsimile or by epost Connect at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>.

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

- (c) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) page size;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

- (d) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

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

- (e) **Submission of Only One Bid:**

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

natural person, corporation, partnership, etc), an entity will be considered to be **"related"** to a Bidder if:

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

**(f) Joint Venture Experience:**

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

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

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

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

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

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

- Contracts all signed by A;
- Contracts all signed by B; or

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

That show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

- (a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission, Attachment "1" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

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

- (iii) **Substantiation of Technical Compliance:**

- (A) **Mandatory Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment "2", 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 Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment "2", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (B) **Point-Rated Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment "3", 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 Canada determines that the substantiation is not complete, the Bidder will be rated accordingly. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment "3", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (C) **The Proof of Concept** should be submitted as a demonstration video. The video should be in compliance with the specific articles of Attachment "3.1", which is the requested format for providing the substantiation.

(iv) **Customer Reference Contact Information:**

- (A) The Bidder must provide customer references. The customer reference must each confirm, if requested by PWGSC, the facts identified in the Bidder's bid, as required by Attachment "2" and Attachment "3".

- (B) The form of question to be used to request confirmation from customer references is as follows:

*[Sample Question to Customer Reference: "Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"*

☐ *Yes, the Bidder has provided my organization with the services described above.*

☐ *No, the Bidder has not provided my organization with the services described above.*

☐ *I am unwilling or unable to provide any information about the services described above.*

- (C) For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

- (v) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.



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**3.3 Section II: Financial Bid**

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment “4”. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
  - (i) the rate bid must not increase by more than 5% from one time period to the next, and
  - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (e) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment “6” Electronic Payment Instruments, to identify which ones are accepted. If Attachment “6” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**3.4 Section III: Certifications**

It is a requirement that bidders submit the certifications and additional information identified under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.
- (d) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within 3 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

- (a) Canada will conduct the Phased Bid Compliance Process (PBCP) described below for this requirement ONLY if Canada receives 4 or fewer Bids by the bid solicitation closing date.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from

Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder

("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not

necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

## **4.2 Technical Evaluation**

### **(a) Mandatory Technical Criteria:**

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words

"must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

- (ii) The mandatory technical criteria are described in Attachment 2.
  - (iii) If the Phased Bid Compliance Process applies, it will apply to all mandatory technical criteria. If the Phased Bid Compliance Process applies, it will apply only to mandatory technical criteria identified by the superscript (<sup>PB</sup>). Mandatory technical criteria not identified by the superscript (<sup>PB</sup>) will not be subject to the Phased Bid Compliance Process.
- (b) Point-Rated Technical Criteria:**
- (i) 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.
  - (ii) The rated requirements are described in Attachment 3.
- (c) Proof of Concept** video will be viewed and evaluated in accordance with requirements described in Attachment 3.1, only if the Bidder achieved the Minimum Points required for Point-Rated Technical Criteria R1 to R3.
- (d) Reference Checks:**
- (i) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.
  - (ii) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid.. Canada will not award any points 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 Canada's email was sent.
  - (iii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
  - (iv) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.

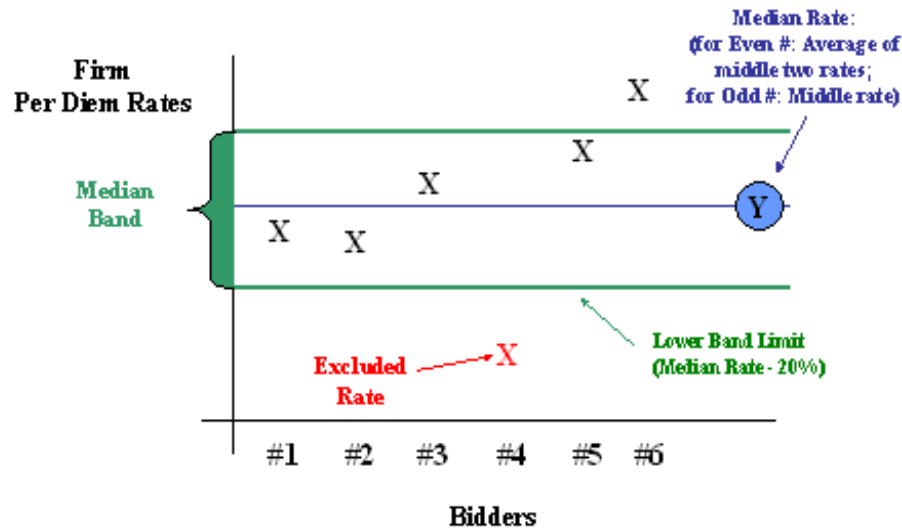
Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

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**4.3 Financial Evaluation**

- (a) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (b) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (c) Financial Evaluation - Method B below).
- (b) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
- (i) **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates, or Median Rate(s) if applicable, for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 4 - Pricing Schedule. The sum of such rates will constitute the Resource Categories Total Proposed Price for that Bidder.
- (ii) **Firm Per Diem Median Rate Evaluation**
- (A) **Use:** The firm per diem median rate calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource category that is lower than the Lower Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.
- (B) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual Resource Category a Median Rate will be determined for each Resource Category for the Initial Contract Period, and for each of the option period(s). For each Resource Category, the Median Rate will be calculated using the median function in Microsoft Excel. A Lower Band Limit will be calculated for each Resource Category and will represent a range that encompasses the Median Rate to a value of minus (-) 20% of the Median Rate. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Median Rate for that Resource Category.
- For example, if the Median Rate (Y) is determined to be \$500 for a Resource Category, the Lower Band Limit would be minus (-) 20% of \$500, or \$400. If a Bidder proposes a firm per diem rate that is lower than \$400, the Median Rate of \$500 will be used in the Bidder's financial evaluation for that Resource Category.

### Resource Category Median Band Determination (Even Number of Bidders)



- (c) **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:

- (i) **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 4 - Pricing Schedule. The sum of such rates will constitute the Resource Categories Total Proposed Price for that Bidder.

- (d) **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the eighteen months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as



those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation; and

- (iii) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

**(e) Formulae in Pricing Tables**

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

**4.4 Basis of Selection**

- (a) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (b) 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.
  - (i) 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:
 
$$\frac{\text{Technical Score}}{\text{Maximum Technical Points (bidders, please refer to the maximum technical points in Attachment 3)}} \times 70 = \text{Total Technical Score}$$
  - (ii) 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:
 
$$\frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 30 = \text{Total Financial Score}$$
 (bidders, please refer to Attachment 4 Pricing Schedule)
  - (iii) Calculation of the Total Bidder Score: The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:
 
$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$
- (c) In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Technical score will become the top-ranked bidder.
- (d) One contract may be awarded in total as a result of this bid solicitation.

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

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with Bid

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

#### (a) Canadian Content Certification

- (i) This procurement is limited to Canadian services.  
The Bidder certifies that:  
( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.  
For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.
- (ii) "Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive."
- (iii) SACC Manual Clause A3050T (2020-07-01) Canadian Content Definition.

### 5.2 Certifications Precedent to Contract Award

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

#### (a) Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website. (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html> ).

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

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

The Bidder must provide the Contracting Authority with a completed Attachment 5, Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Attachment 5 Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

**(b) Submission of Only One Bid**

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

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
  - (iii) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (b) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (c) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

### 6.2 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) providing Design Services in order to deliver the work set out in the SOW;
  - (ii) providing Implementation Services in order to deliver the work set out in the SOW;
  - (iii) providing Project Management and Oversight Services in order to deliver the work set out in the SOW;
  - (iv) granting the rights to access and to use the Solution as described in the SOW;
  - (v) providing licensed documentation for Licensed software ;
  - (vi) providing maintenance and support for the Licensed Software during the Software Support Period;
  - (vii) providing training, as and when requested by Canada,
  - (viii) providing Additional Services as set out in the SOW.
  - (ix) providing Additional Professional Services, as and when requested by Canada;
- (b) **Client:** Under the Contract, the "**Client**" is Public Health Agency Canada (PHAC).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 7.2 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk. Processes for issuing and responding to Task Authorizations are further detailed in Appendices A, B, and C of Annex A.
- (b) **Form and Content of draft Task Authorization:**

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- (i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B Annex A.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
    - (A) the task number;
    - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - (C) the categories of resources and the number required;
    - (D) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - (E) the start and completion dates;
    - (F) any option(s) to extend initial end date (if applicable);
    - (G) milestone dates for deliverables and payments (if applicable);
    - (H) the number of person-days of effort required;
    - (I) whether the work requires on-site activities and the location;
    - (J) the language profile of the resources required;
    - (K) the level of security clearance required of resources;
    - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
    - (M) any other constraints that might affect the completion of the task.
  - (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 5 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), a quotation with the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract, as well as its corresponding proposed resource(s) in accordance with Appendix A to Annex A of the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
  - (d) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
    - (i) To be validly issued, a TA must include the following signatures:
      - (A) for any TA, inclusive of revisions, with a value less than or equal to \$300,000.00 (excluding Applicable Taxes), the TA must be signed by:
        - (1) the Technical Authority; and
        - (2) a representative from PHAC.
      - (B) for any TA, inclusive of revisions, with a value greater than this amount, a TA must include the following signatures:
        - (1) the Technical Authority; and
-

- (2) a representative from PHAC; and
- (3) the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TA's at any time, or reduce the dollar value threshold described in subarticle (A) above; any suspension or reduction notice is effective upon receipt.

(e) **Periodic Usage Reports:**

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- (ii) The quarterly periods are defined as follows:
  - (A) 1<sup>st</sup> quarter: April 1 to June 30;
  - (B) 2<sup>nd</sup> quarter: July 1 to September 30;
  - (C) 3<sup>rd</sup> quarter: October 1 to December 31; and
  - (D) 4<sup>th</sup> quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.
- (iii) Each report must contain the following information for each validly issued TA (as amended):
  - (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
  - (B) a title or a brief description of each authorized task;
  - (C) the Resource category of each resource involved in performing the TA, as applicable;
  - (D) The description of the Deliverable;
  - (E) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
  - (F) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
  - (G) the start and completion date for each authorized task; and
  - (H) the active status of each authorized task, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TA's (as amended):
  - (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TA's; and



- (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TA's.

- (f) **Consolidation of TA's for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TA's for administrative purposes.

### 7.3 Minimum Work Guarantee

- (a) In this clause,
- (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract; and
  - (ii) **"Minimum Contract Value"** means \$20,000.00 (excluding Applicable Taxes).
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
- (i) for default;
  - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - (iii) for convenience within ten business days of Contract award.

### 7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

- (i) 2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

1. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
2. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Work Guarantee, or due to the Contractor as of the date of termination, or

- (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
3. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- (b) **Supplemental General Conditions:**
- The following Supplemental General Conditions:
- (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
  - (ii) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information; **TBD**
  - (iii) 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information **TBD**
  - (iv) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- apply to and form part of the Contract.

## 7.5 Security Requirement

The following security requirements (SRCL # **TBD** and related clauses provided by the Contract Security Program) as set out under Annex "B" to the Supply Arrangement, applies to and forms part of the Contract.

## 7.6 Use of individual protective equipment and Occupational Health and Safety (OHS) guideline(s)

- a. The Contractor must comply with Government of Canada onsite requirements in respect of individual Protective Pieces of Equipment (PPE) and adhere to Occupational Health and Safety (OHS) guidelines in force in the workplace.
- b. The Contractor will provide its resources the following individual PPE for working on site: prescribed face covering mask, gloves, protective shield, and anything else that is required as a pre-requisite to entry and to work on Government of Canada premises. Canada reserves the right to modify the list of PPE and OHS guidelines, if required, to include any future recommendations proposed by the Public Health Agencies.

The Contractor warrants that its resources will wear the PPE mentioned above when onsite and follow at all times the Occupational Health and Safety (OHS) guidelines in force in the workplace during the contract period. If resources are not wearing the prescribed PPE and/or are not following the Occupational Health and Safety (OHS) guidelines in force in the workplace, they will not be permitted access to government of Canada sites

## 7.7 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 2 years later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.8 Authorities

### (a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Josée Bastien

Title: Supply Team Leader

Public Works and Government Services Canada  
Acquisitions Branch

Directorate: Professional Services Procurement Directorate

Address: 10 Wellington St., Gatineau, Québec

Telephone: (613) 858-9843

E-mail address: [josee.bastien@tpsgc-pwsc.gc.ca](mailto:josee.bastien@tpsgc-pwsc.gc.ca)

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

### (b) Technical Authority

The Technical Authority for the Contract is

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

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

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

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

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

Facsimile: \_\_\_\_\_

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

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

### (c) Contractor's Representative

To be determined at contract award.

## 7.9 Proactive Disclosure of Contracts with Former Public Servants

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

**7.10 Payment****(a) Basis of Payment**

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive rates set out in Annex B), Applicable Taxes extra.
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (i) **Contractor's Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex B remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in accordance with the firm rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.
- (ii) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

**(b) Limitation of Expenditure – Cumulative Total of all Task Authorizations**

- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the amount set out on page 1 of the Contract, less any Applicable taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included or Subject to exemption and Applicable Taxes are included.
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (A) when it is 75 percent committed, or
  - (B) 4 months before the contract expiry date, or

- (C) As soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- (iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- (b) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- (c) **Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the validly issued Task Authorization in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada; and
- (iii) the Work delivered has been accepted by Canada.
- (d) **Electronic Payment of Invoices – Contract**
- The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only);
- (vi) Large Value Transfer System (LVTS) (Over \$25M)

**Note to Bidders:** *If applicable, the Electronic Payment Instrument(s) indicated by the Bidder in Attachment "6" will be included in any resulting contract.*

(e) **Time Verification**

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

(f) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **7.11 Invoicing Instructions**

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

#### **7.12 Certifications and Additional Information**

- (a) Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, any TA quotation and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire Contract Period.
- (b) **SACC Manual Clauses**  
3056T (2018-12-06), Canadian Content Certification.

#### **7.13 Federal Contractors Program for Employment Equity - Default by Contractor**

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

#### **7.14 Applicable Laws**

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

#### **7.15 Priority of Documents**

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:

- (v) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
- (vi) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information; **TBD**
- (vii) 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information **TBD**
- (i) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- (c) General Conditions 2035 (2020-05-28), Higher Complexity - Services;
- (d) Annex A, Statement of Work, including its Appendices as follows;
  - (i) Appendix A to Annex A - Tasking Assessment Procedure;
  - (ii) Appendix B to Annex A - Task Authorization (TA) Form;
  - (iii) Appendix C to Annex A - Certifications at the TA stage;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any); and
- (h) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid) (if the bid was clarified or amended, insert the time of contract award)*, as clarified on \_\_\_\_\_ "or" as amended \_\_\_\_\_ *(insert date(s) of clarification(s) or amendment(s) if applicable.)*

#### 7.16 Foreign Nationals (Canadian Contractor)

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

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

#### 7.17 Foreign Nationals (Foreign Contractor)

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

#### 7.18 Insurance Requirements

##### (a) Compliance with Insurance Requirements

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



comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(b) **Commercial General Liability Insurance**

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



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**(c) Errors and Omissions Liability Insurance**

- (i) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (ii) If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (iii) The following endorsement must be included:  
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**7.19 Limitation of Liability - Information Management/Information Technology**

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

- (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) **Third Party Claims:**

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

**7.20 Joint Venture Contractor**

- (a) The Contractor confirms that the name of the joint venture is [REDACTED] and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) [REDACTED] has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

- (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

## 7.21 Professional Services - General

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

### Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of having this knowledge, the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - (B) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Article titled "Default of the Contractor", or

- (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor to propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that are similar or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub-article (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order a resource to stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

#### **7.22 Safeguarding Electronic Media**

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

#### **7.23 Representations and Warranties**

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

#### **7.24 Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

## 7.25 Government Property

Canada agrees to supply the Contractor with the items listed below (the "**Government Property**"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

## 7.26 Implementation

- (b) **Finalization of Draft Implementation Plan:** Within 10 working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within 5 working days and resubmit it to Canada for approval.
- (c) **Implementation of Professional Services:** If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than \_\_\_\_ working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

## 7.27 Transition Services at End of Contract Period

The Contractor agrees to execute the transition tasks identified within the statement of Work, in the period leading up to the end of the Contract Period, and it will make all reasonable efforts to assist Canada in the transition from the Contractor to a new contract with another supplier.

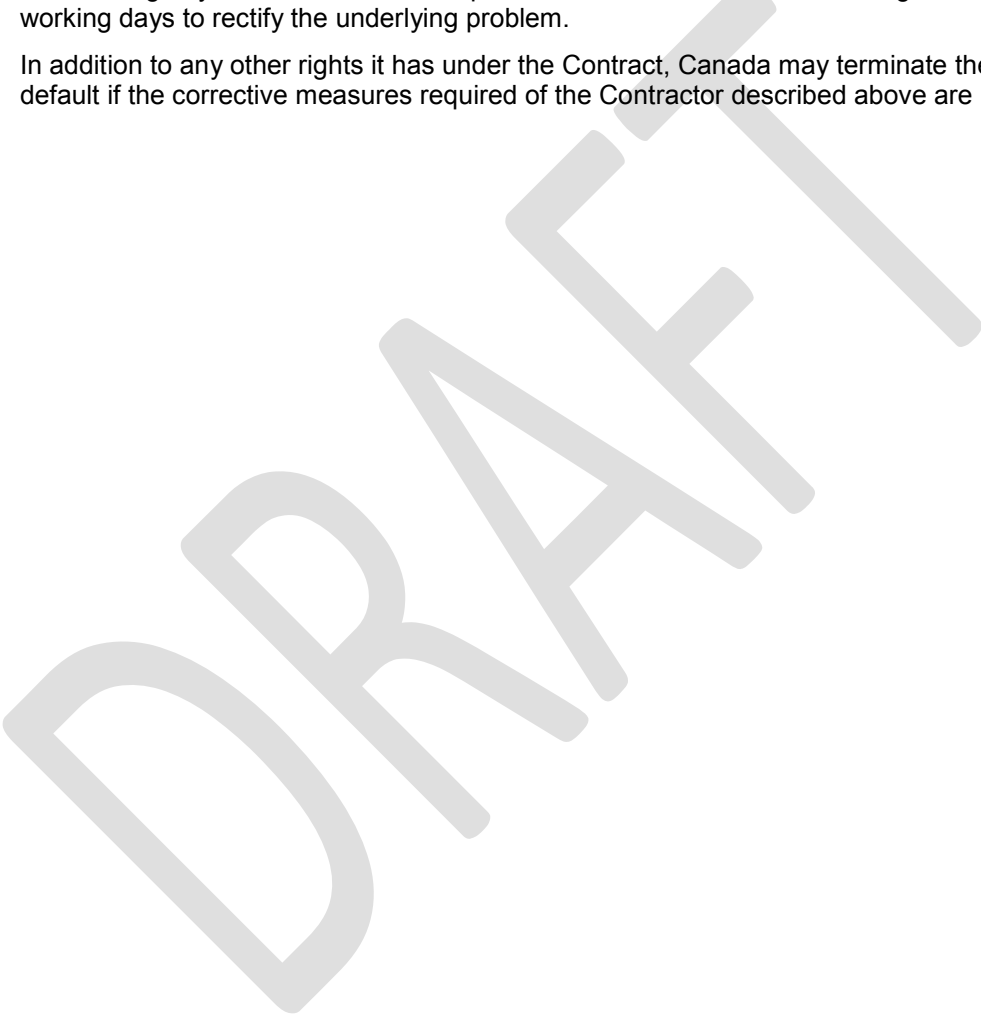
## 7.28 Dispute Resolution

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

## 7.29 Identification Protocol Responsibilities

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:

- (e) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada'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 Government of Canada;

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- (f) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
  - (g) If a Contractor Representative requires the use of the Government of Canada'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.
  - (h) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada 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.
  - (i) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.
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**ANNEX A**  
**STATEMENT OF WORK**  
**(SEE ATTACHED)**

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## **APPENDIX A TO ANNEX A**

### **TASKING ASSESSMENT PROCEDURE**

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates, if applicable, to supply the requested Resource Categories based on the information identified in the TA Form, as well as its corresponding proposed resource(s). The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 5 working days (or any longer time period specified in the draft TA) turnaround time to submit a quotation.
2. With each quotation the Contractor must propose the required number of resources and for each proposed resource the Contractor must supply the requested security clearance information.
3. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.



**APPENDIX B TO ANNEX A**  
**TASK AUTHORIZATION FORM**

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## APPENDIX C TO ANNEX A

### CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

#### 1. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

---

Print name of authorized individual & sign above

---

Date

#### 2. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

---

Print name of authorized individual & sign above

---

Date

#### 3. CERTIFICATION OF LANGUAGE – English Essential

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

**ANNEX B**  
**BASIS OF PAYMENT**

DRAFT

**ANNEX C**

**SECURITY REQUIREMENTS CHECK LIST**

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**ATTACHMENT 1****BID SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>		
<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]  <b>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</b>		
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures.</b> See Part 3 for instructions.	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____ Country: _____	
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____	

	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
<b>Security Clearance Level of Bidder</b> [include both the level and the date it was granted] <b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ol>	
<b>Signature of Authorized Representative of Bidder</b>	

**ATTACHMENT 2**

**MANDATORY TECHNICAL CRITERIA**

**(See attached)**

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**ATTACHMENT 3**  
**POINT-RATED TECHNICAL CRITERIA**  
**(See attached)**

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**ATTACHMENT 3.1**

**Proof of Concept**

**(See attached)**

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**ATTACHMENT 4**  
**PRICING SCHEDULE**  
**(See Attached)**

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## ATTACHMENT 5

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - ☐ A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

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**ATTACHMENT 6**

**ELECTRONIC PAYMENT INSTRUMENTS**

**Remark to Contracting Authority:** *As indicated in Part 3, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

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

**ATTACHMENT 7****CANADIAN CONTENT CERTIFICATION**

Canadian Content Certification	
As described in the solicitation, only bids with at least 80% Canadian content will be considered. For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T.	
On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :	
At least 80 percent of the total bid price consists of Canadian services (as defined in the solicitation)	
Less than 80 percent of the total bid price consists of Canadian services (as defined in the solicitation)	
Name of the Authorized Representative of Bidder: _____  Signature of the Authorized Representative of Bidder: _____  Solicitation Number: _____	