

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet legal case management software	
Solicitation No. - N° de l'invitation 51019-128008/A	Date 2013-02-14
Client Reference No. - N° de référence du client 51019-128008	
GETS Reference No. - N° de référence de SEAG PW-\$MCT-018-4592	
File No. - N° de dossier MCT-2-35091 (018)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-27	
Time Zone Fuseau horaire Atlantic Standard Time AST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Martin, Lisa M.	Buyer Id - Id de l'acheteur mct018
Telephone No. - N° de téléphone (506) 851-7811 ()	FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF VETERANS AFFAIRS 161 GRAFTON ST-RAMP P.O.BOX 7700 IB 002 CHARLOTTETOWN Prince Edward Island C1A1L1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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51019-128008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-2-35091

Buyer ID - Id de l'acheteur

mct018

Client Ref. No. - N° de réf. du client

51019-128008

CCC No./N° CCC - FMS No/ N° VME

Annex "A"	Requirement
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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security: 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:

Annex "A"	Requirement
Annex "A"	Technical Evaluation Criteria
Annex "B"	Security Requirements Check List

2. Summary

For the supply and delivery of software licenses for 89 users, warranty, licensed documentation, maintenance and services on behalf of Veterans Affairs Canada located in Charlottetown, PEI.

"There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "[Security Requirements for PWGSC Bid Solicitations Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents Web site](#)."

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012/11/19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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 questions or may request that the Bidder do so, so that the proprietary nature of the question 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.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Prince Edward Island**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or

territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Improvement of Requirement During Solicitation Period

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

(Derived from - Provenant de: A9076T, 25/05/07)

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (5 hard copies) and 3 soft copies on CD.

Section II: Financial Bid (5 hard copies)

Section III: Certifications (5 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 [Policy on Green Procurement](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the in Annex "A". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex A.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2007/05/25), Evaluation of Price

1.2.2 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$244,000.00** (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

2. Basis of Selection

Basis of Selection - Highest Rated Within Budget

1. To be declared responsive, a bid must:

-
- (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive.. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

(Derived from - Provenant de: A0036T, 25/05/07)

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

- (b) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

(Derived from - Provenant de: A3030T, 16/08/10)

2.2 Former Public Servant - Competitive Requirements

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

Definitions

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

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

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 FPS in receipt of a pension, as applicable:

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

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

(Derived from - Provenant de: A3025T, 19/11/12)

PART 6 - SECURITY

1. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in part 7 – Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites-
2. 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.

3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGS Bid Solicitations – Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the **Departmental Standard Procurement Documents** Web site.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

(Derived from - Provenant de: B4008C, 16/06/06)

2. 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.

2.1 General Conditions

2030 (2012/11/19), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

3. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex B;
- (b) Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to one year inclusive

(Derived from - Provenant de: A9022C, 25/05/07)

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

(Derived from - Provenant de: A9009C, 12/12/08)

4.3 Delivery Date

All the deliverables shall be received on or before 31 March 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lisa Martin
 Title: Contracting Officer
 Public Works and Government Services Canada
 Acquisitions Branch
 Address: 1045 Main Street, Unit 108
 Moncton, New Brunswick
 E1C 1H1
 Telephone: 1-506-851-7811
 Facsimile: 1-506-851-6759
 E-Mail: lisa.m.martin@pwgsc-tpsgc.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.

5.2 Project Authority

The Project Authority for the Contract is: **Details will be provided in any resulting contract**

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

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

Basis of Payment - Limitation of Expenditure

For the Work described in Annex A of the Requirement.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex A to a limitation of expenditure of \$_____ (**insert the amount at contract award**). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

(Derived from - Provenant de: C0206C, 16/05/11)

6.2 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contract for a cost of \$_____. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(Derived from - Provenant de: C0207C, 16/05/11)

6.3 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National joint council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the "Project" Authority.

All payments are subject to government audit.

(Derived from - Provenant de: C4005C, 16/07/12)

6.4 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included", and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

(Derived from - Provenant de: C6001C, 16/05/11)

6.5 Limitation of Price

SACC Manual clause C6000C (2011/05/16) Limitation of Price

6.6 SACC Manual Clauses

SACC Reference	Section	Date
H1001C	Multiple Payment	2008/05/12
H3028C	Advance Payment	2010/01/11

6.7 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Director Request by Customer Department	2007/11/30
C2000C	Taxes - Foreign-based Contractors	2007/11/30

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(Derived from - Provenant de: H5001C, 12/12/08)

8. Certifications**8.1 Compliance**

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

8.2 SACC Manual Clauses

SACC Reference	Section	Date
A3025C	Proactive Disclosure of Contracts with Former Public Servants	2012/11/19

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4003 (2010/08/16) and 4004 (2010/08/16)
- (c) the general conditions 2030 (2012/11/19), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Security Requirements Check List
- (f) the Contractor's bid dated _____

11. SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11
G1005C	Insurance	2008/05/12

12. Limitation of Liability

Limitation of Liability - Information Management/Information Technology

1. 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 section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
 - (a) 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:
 - (i) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (ii) physical injury, including death.
 - (b) 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.
 - (c) 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.

- (d) 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 (a) above.
- (e) 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:
 - (i) 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
 - (ii) 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 (ii) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block 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 \$1M.

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

- (f) 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.

3. Third Party Claims:

- (a) 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.
- (b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), 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

Solicitation No. - N° de l'invitation

51019-128008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-2-35091

Buyer ID - Id de l'acheteur

mct018

Client Ref. No. - N° de réf. du client

51019-128008

CCC No./N° CCC - FMS No/ N° VME

real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

(Derived from - Provenant de: N0000C, 16/05/11)

13. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Veterans Affairs Canada, Charlottetown, PEI Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 12/12/08)

Solicitation No. - N° de l'invitation

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CCC No./N° CCC - FMS No/ N° VME

51019-128008

**ANNEX A
REQUIREMENT**

(see attached document)

**ANNEX B
SECURITY REQUIREMENTS CHECK LIST**

(see attached document)



Veterans Affairs
Canada

Anciens Combattants
Canada

Annex A Requirement

REQUEST FOR PROPOSAL FOR LEGAL CASE MANAGEMENT



VERSION CONTROL

Version #	Author	Description
0.1	Craig Bradley	Initial Draft Version
0.2	Kelly Cooper	Final Version



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1. INTRODUCTION

1.1 PRELUDE

1.1.1. Veterans Affairs Canada (VAC) invites the submission of proposals for the provision of goods or services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposal (RFP).

1.1.2. VAC will consider entering into a contract for the implementation of the proposal which offers the best overall value in terms of merit and cost, having regards to the mandatory requirements and evaluation criterion set forth in this Request for Proposal. The lowest of any proposal not necessarily accepted. VAC reserves the right not to enter into a tender contract as a result of this process.

1.1.3. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP and do not attain a minimum of 70% for the requirements which are subject to the evaluation criteria point rating will be disqualified.

1.2 FORMAT OF THE PROPOSAL

1.2.1. The Bidders must submit a total of five (5) copies of the proposal including technical, financial and support documents required by the RFP. The Financial proposal must be bound separately with detail list of deliverables for year 1. All the proposals must be submitted using 8 ½ "x 11" paper. Three (3) soft copies on CD of the proposal using Microsoft Word must also be included.

1.2.2. The submitted proposals must include all the addendums that are issued as an addition, clarification to the RFP or any written answers issued to inquiries submitted by a Bidder.

1.3 FORM OF PROPOSAL

1.3.1. All proposals must be signed by a duly authorized officer and include the Bidder's complete business address.

1.3.2. All aspects of criteria should be addressed by the Bidders in written, narrative form and should demonstrate complete compliance with each element of the requirements as enumerated in

this RFP. Those Bidders responding with unqualified statements, such as we comply or compliant will not be considered.

1.3.3. The Bidders must provide precise and adequate information in response to all the requirements in the RFP. The information must only include official technical document, official publications and certification to demonstrate complete compliance with each element of the requirements as enumerated in this RFP.

1.4 TAXES & SHIPPING

1.4.1. All taxes are to be excluded from the price proposal.

1.4.2. The selected supplier will be responsible to make all arrangements and pay for all shipping costs to destination, including packaging and custom and excise taxes. Furthermore, the title of all goods will remain that of the supplier during transit.

1.5 ACCEPTANCE OR REJECTION OF PROPOSAL

1.5.1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating

1.5.2 Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

1.5.4. Rejections of Proposals may take place during initial evaluation. Rejections at this point may be due to incompleteness, non-conformance or non-compliance with the Proposal requirements.

1.6 EVALUATION OF PROPOSALS

1.6.1. An Evaluation Committee has been assembled to review the Proposals, to assess compliance and to select from the compliant Bidders that will be awarded the contact resulted from the RFP.

1.6.2. If information pertinent to criteria compliance is found in attached documentation, specific references to the document, page and location of that information should be included. The Bidders should not respond with unqualified phrases such as "comply," but instead should indicate in detail



how they do comply. Those who do not adhere to these rules will not be rated as highly as those Bidders who provide more detail.

1.6.3. Each proposal will be evaluated against a number of evaluation criteria grouped and weighted according to the relative importance of the criteria.

1.6.4. VAC intends to select the proposal that is of greatest value to VAC, the point score system described above is intended to assist VAC in evaluating the Proposals.

2. BACKGROUND

The Bureau of Pension Advocates (BPA) (Bureau) is a nation-wide organization of advocates within Veterans Affairs Canada (VAC). The Bureau's main function is to provide free advice, assistance and representation for individuals dissatisfied with decisions rendered by VAC. This may be with respect to their claims for entitlement to disability benefits, or any assessment awarded for their entitled conditions.

The Bureau's Head Office is in Charlottetown, Prince Edward Island. The Executive Director and Chief Pensions Advocate is the overall manager of operations. BPA has 14 District Offices across Canada, each staffed by at least one advocate, and there is an Appeal Unit in Charlottetown, comprising a team of advocates.

Currently, BPA is comprised of 36 Lawyers and 42 Legal assistants who manage upwards of 6,843 cases on a daily basis.

The current Case Management system is manual with documents distributed in physical form and processed manually with some information managed by the corporate CRM. For the future, BPA would like to move to a paperless office which facilitates the electronic maintenance of case management which is the industry standard in the legal profession.

As a Canadian Government entity, the solution must have the ability for the user to choose either French or English as their language of choice.

3. CONSTRAINTS

The following acts, policies and practices are applicable to this requirement:

3.1. SECRECY AND PROTECTION OF WORK

Any information provided in confidence to Veterans Affairs Canada from respondents or from third parties, and any data holdings stripped of identifiers but held in a detail or geographical structure or format which could permit a direct relationship to be established between such data holdings and any individual person, business or organization, shall not be removed from any Veterans Affairs Canada premises by the Contractor, unless specifically authorized in writing by the Deputy Minister of VAC.

The Contractor also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfill the requirements of the Contract shall be treated in accordance with the Privacy Act R.S. 1985, c. P-21, the Personal Information Protection and Electronic Documents Act, 2000, c. 5, and Treasury Board privacy policies.

The Contractor shall not divulge or disseminate to any person any confidential information concerning programs, reports or documentation that may result from this contract without prior written permission from Veterans Affairs Canada.



4. TECHNICAL COMPONENT REQUIREMENTS (MANDATORY & RATED)

This section contains the Solution requirements, both mandatory and rated, for each of the platform components.

The requirements are identified using a numbering system that identify the acronym of the component name, followed by a sequential number, and followed by the type of requirement (M - Mandatory, R - Rated). This numbering scheme makes sure that related mandatory and rated requirements can be viewed together, the rated one adding to the mandatory requirement.

*NB: * denotes a definition that is supplied in the Technical Definitions section of this document.*

4.1 CASE MANAGEMENT

Requirement #	Core Component General Requirement	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
CM-1	The system must support multiple identifiers including the file number standard currently used by Bureau of Pensions Advocates (a seven digit number) and the client identifier used by Veterans Affairs Canada (a twelve digit number).	M					
CM-2	Clients must be searchable by service number, last name, first name, region, phone numbers, Date of Birth, or file number	M					
CM-3	The twelve digit client identifier will be the primary identifier for the file.	M					
CM-4	The system must have the ability to	M					

	assign multiple representatives/ employees to a single case.							
CM-5	The system must support multiple phone numbers	M						
CM-6	The system must have the ability to create case notes	M						
CM-7	The system must have the ability to Customize Case Types	M						
CM-8	The system must have a status and stage fields	M						
CM-9	The system must have the ability to add references to relevant Legislation.	M						
CM-10	The system must integrate with Novell GroupWise/Microsoft Exchange to allow for the seamless addition of e-mail and phone messages to the client file.	M						
CM-12	The system must have an activity tracking function that allows users to see the historical activity on the case	M						

4.2 SCANNING

Requirement #	Core Component General Requirement	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
SC-1	Must be able to support large volume documents such as scanned copies of Service Health Records (hundreds of pages)	M					
SC-2	Must scan to a secure file format so that no alterations can be made to the documents but must be OCR searchable when digitized. Must work with the existing hardware.	M					
SC-3	It must have the ability to run Optical Character recognition on scanned documents so that they are searchable	M					



4.3 DOCUMENT CREATION

Requirement #	Core Component	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
DC-1	The ability to merge information into documents templates	M					
DC-2	Templates must integrate data from the client and user.	M					

4.4 EXHIBIT CREATION

Requirement #	Core Component	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
EC-1	The ability to search the entire client file using key terms	M					
EC-2	The ability to Flag PDF files. Those flags must be searchable and used to select for printing and inclusion in exhibits.	M					
EC-3	You must be able to print the flagged documents with and	M					

	without the flag appearing when printed.						
EC-4	Both the advocates and the advocacy officers must have the ability to create and remove flags from reference documents	M					
EC-5	There should be "standard" flags as well as user customizable flags.	M					
EC-6	The ability to identify specific pages within scanned documents to become exhibits.	M					
EC-8	A table of contents will be automatically generated	M					
EC-9	Exhibit number will be created using a standard format specified by VAC (type of case, type of doc, first letter of surname, #)	M					
EC-10	The ability to create a timeline based on flagged information	M					

4.5 REMINDERS

Requirement #	Core Component General Requirement	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
R-1	User specific dashboard which displays all tasks and checklist items	M					
R-2	A Reminder will be displayed to an advocate or advocacy officer when new mail arrives, tasks must be completed, and documents are added to the case. It must also have BF (Bring Forward) capabilities.	M					
R-3	Notifications must be added to the task system when Statements of Case are added to the CSDN. (Integration with CSDN)	M					



4.6 BOARD SCHEDULING

Requirement #	Core Component General Requirement	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
BS-1	A module capable of scheduling boards including which files will be heard including type of case and subject matter, by which advocate, which board members, which locations	M					
BS-2	There will need to be the ability to identify changes so that people who are responsible are made aware of change	M					
BS-3	The system must be able to split or join cases within the schedule	M					

4.7 TRACKING

Requirement #	Core Component General Requirement	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
TR-1	The ability to track how much time is spent on a specific file, by individual or by file	M					
TR-2	To provide checklists of file status, that is customizable to have a number of different options so that the true reason for a delay of a file can be identified while still having key milestones for Head Office to be able to track overall file status. Each different file type will have its own checklist which would then be modifiable by the end user to add additional steps <ul style="list-style-type: none"> Both Head Office and end users will have the ability to make changes to the checklists Must maintain enough commonality to provide accurate reporting 	M					
TR-3	The system must have the ability to	M					

Requirement #	Core Component General Requirement	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
AR-1	Must have the ability to archive documents and client folders.	M					
AR-2	Must be able to identify when a file is ready for destruction. Criteria must be customizable as the requirements of the Bar Societies change over time.	M					
AR-3	Must be able to destroy electronic records.	M					
AR-4	Must be customizable to comply with the Bureau of Pension Advocates standard for document retention	M					
AR-5	Must be consistent with international standards on information, documentation and records management.	M					

5.0 REFERENCE LIBRARY

Requirement #	Core Component General Requirement	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met

REF-1	Product must have a reference repository that can be populated by VAC with OCR documents which are available for searching	M					
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5.1 NON FUNCTIONAL

Requirement #	Core Component General Requirement	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
NF-1	The product must provide English and French interfaces that share a common database and provide the same functionality in both languages.	M					
NF-2	The system must be a Web-based Application	M					
NF-3	The software solution must support either Oracle v11, or Microsoft SQL Server 2005	M					
NF-4	The software supplier must provide software updates on a	M					

NF -5	regular basis. Must provide 2 nd level support to VAC IT staff. This support must be available Monday to Friday, 9am to 5pm EST.	M						
NF -6	System must support enabling technologies such as, but not limited to, Dragon Naturally Speaking and JAWS.	M						
NF -7	Must adhere to privacy and access to information standards. Must meet the requirement of protecting of solicitor-client privilege and VAC's guiding legislations	M						
NF -8	There is a legal requirement to protect all advice based correspondence between the lawyer and the client	M						
NF -9	System adheres to current Business Continuity Plan and can be unavailable for 10 business days in the case of a disaster.	M						
NF -10	System must be supported from 7am AST to 10 pm AST Monday-Friday.	M						
NF-11	Must be compliant with the Government of Canada Standard on Metadata. Standards can be found at the following link: http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18909&section=text	M						
NF-13	Must include developer's licenses, as required, for customization and integrations.	M						



NF-14	Must include testing and staging environments.	M				
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5.2 RATED REQUIREMENTS

Requirement #	Core Component General Requirement	Mandatory (M) Or Rated (R)	Rating Scale	Scoring	Mandatory Met (Y/N)	Bid Reference Paragraph and Page No.	Statements from the bidder explaining how the criterion is met
CM-11	The system must have the ability to update tombstone information from updates received from CSDN or allow system to use client data in the CSDN database (Oracle).	R	30 points				
CM-13	The system should be able to store digital video and audio files and associate those files to cases.	R	5 points				
EC-7	Must have the ability to select all pages and documents identified as exhibits and compile them into a single document by the system for distribution. These new	R	30 points				



	documents, with a system generated table of contents, should be able to be saved as a PDF.							
SC-4	Should be automatically either by bar code or some other system identifiable and linked to a specific client file	R	5 points					
SC-5	The system must have the ability to associate a scanned document to more than one file.	R	5 points					
TR-4	The ability to support multi layered calendars, including common calendar for offices or teams.	R	5 points					
NF-12	WCAG 2.0 Compliant	R	5 Points					
Total Technical Evaluation Score :							/ 85 points	
Minimum Score required to be compliant is :							60 Points	



6. FINANCIAL

The Financial Proposal describes the objectives, content and specific pricing information. VAC will not be responsible for any costs not indicated in the Bidders' proposal. Bidders are invited to propose a pricing mechanism that best meets the pricing objectives of VAC, while providing a workable and practical approach for a mutually beneficial relationship between the Bidder and VAC.

Yearly maintenance costs cannot be over 20% of the software costs.

6.1 PRICING REQUIREMENTS

6.1.1. The Bidder must quote all prices, costs and rates in Canadian dollars and inclusive of PST & GST, which is to be identified and itemized separately as applicable.

6.1.2. For evaluation purposes, VAC has developed the pricing framework into which Bidders must translate their pricing, explaining all assumptions and clearly indicating all price commitments and the factors that drive variability in price. This pricing framework consists of hardware, software and services which are presented in the following sections.

6.2 SOFTWARE AND MAINTENANCE

6.2.1. The following table consists of the software that is required to form the functional solution that will enable VAC to implement the solution described in sections 4 and 5. It is the Bidder's responsibility to ensure the completeness of this table and add any components deemed necessary to provide a fully functional solution. The maintenance and support costs need to be over a five year period so that the total cost is reflective of the timeframe.

6.2.2. For the User Software licensing costs, it is assumed that there are 89 people in total using the software, not 89 using each of the costing methods (concurrent and per seat).



TABLE 1					
ITEM	DESCRIPTION	PART NUMBER	FIRM UNIT PRICE PER USER	NUMBER OF USERS	EXTENDED TOTAL = (unit price per user x numbers of users)
1	For the supply of the Licensed Software for 89 Users, including Warranty and the Licensed Documentation, all as described in the Contract, and as required to meet the functional requirements as detailed in Annex A.			89	
2	For the supply of the Maintenance and Support Services for the Licensed Software for a period of one year beginning at Contract Award			89	
				Sub-total	
				5% tax	
				Total	

* Travel, room and board.

6.3 SERVICES

6.3.1. The following table lists the services required by VAC to implement a fully functional solution. The Bidder is to complete the table below based on the service requirements stated in section 5.

6.3.2. It is the Bidder’s responsibility to verify the completeness of the table, and include any missing services that are needed for compliance with all mandatory technical requirements in section 5.

6.3.3. The Bidder must provide fixed pricing for all items, unless specifically asked to provide per Diem pricing. The pricing must include all travel and other expense in case Bidder needs to bring resources from outside Charlottetown, PEI. All travel must be approval by the technical authority and be in compliance with Treasury Board guidelines.



TABLE 2					
ITEM	DESCRIPTION	ESTIMATED QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL PRICE
1	Installation support	10	day		
2	Training for Administrators	5	day		
3	On-site training for Users *	5	day		
4	Training for Users (teleconference)	5	day		
				Sub-total	
				Tax	
				Total	



TABLE 3				
OPTIONAL REQUIREMENT: EXTENSION OF MAINTENANCE AND SUPPORT SERVICES ON THE INITIAL REQUIREMENT				
ITEM	DESCRIPTION: Maintenance and Support Services for the Licensed Software described in Table 1 – item 1, for a period of 1 year during the Optional Periods.	FIRM UNIT PRICE PER USER	NUMBER OF USERS	EXTENDED TOTAL
1	Option Year 1	\$	89	\$
2	Option Year 2	\$	89	\$
3	Option Year 3	\$	89	\$
4	Option Year 4	\$	89	\$
5	Option Year 5	\$	89	\$
6	TOTAL:			SUM OF (ITEM 1+ ITEM 2 + ITEM 3 + ITEM 4 + ITEM 5)
NOTE TO BIDDERS: FOR EVALUATION PURPOSES, 89 USERS WILL BE USED TO CALCULATE THE EXTENDED TOTAL, USING THE FOLLOWING CALCULATION: FIRM UNIT PRICE PER USER X # of users. FOR EVALUATION PUPOSES, THE SUM OF THE EXTENDED TOTALS UNDER COLUMN E WILL BE USED TO CALCULATE THE TOTAL				

Annex B / Annexe B



Government of Canada / Gouvernement du Canada

Contract Number/Numéro du contrat 51019-12-8008
Security Classification/Classification de sécurité

SECURITY REQUIREMENTS CHECK-LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : No / Non Yes / Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Titles(s) of material/Titre(s) abrégé(s) du matériel :
Document Number/Numéro du document : No / Non Yes / Oui

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

10. a) Personnel security screening level required/Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | Special comments:
Commentaires spéciaux : | | |
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION/ASSETS - RENSEIGNEMENTS/BIENS

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

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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

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

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

SUMMARY CHART/TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information/Assets Renseignements/ Biens																	
Production																	
IT Media/ Support TI																	
IT Link/ Lien électronique																	

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

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

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

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