

REQUEST FOR INFORMATION (RFI)

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**DEPARTMENT OF PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA (PWGSC)**

**GOVERNMENT OF CANADA SURPLUS
ONLINE AUCTIONING SYSTEM
(GC Surplus OAS)**

This Request for Information (RFI) covers a requirement on behalf of the Department of Public Works and Government Services Canada (PWGSC) for the provision of a fully-hosted solution at a Canadian location as further described within the Statement of Work (SOW), inclusive of infrastructure service provisioning including secure accessibility, data storage and management, infrastructure-related support services, disaster recovery including full redundancy; as well as Online Auctioning Service (OAS) application development (configuration) and integration or interfacing with companion GoC system(s), all applicable testing services, data migration, provisioning of a web-accessible Government of Canada (GoC)-wide implementation as well as public facing online interfaces and associated OAS solution training, system documentation and help desk support services.

The RFI, which includes a draft Request for Proposal (RFP), is issued as an element of the Industry Engagement process, and is seeking continued feedback on the requirement and the draft RFP document, prior to developing any final RFP.

This is not a bid solicitation and a contract will not result from this RFI document. Participation in any of the RFI stages of the Industry consultation steps is not a mandatory requirement for eventual submission of a proposal; industry representatives that do not participate in the consultation process will remain eligible to submit a proposal in response to any future RFP relating to the GC Surplus OAS procurement.

Potential respondents are advised that any information submitted to Canada in response to this RFI may be used by Canada in the development of a subsequent competitive RFP. However, the Government is not bound to accept any expression of interest or to consider it further in any associated documents such as an RFP.

The issuance of this RFI does not create an obligation for Canada to issue a subsequent RFP, and does not bind Canada legally or otherwise, to enter into any agreement or to accept any suggestions from organizations. Canada reserves the right to accept or reject any or all comments received.

There will be no short listing of suppliers for purposes of undertaking any future work as a result of this RFI. Similarly, participation in the RFI is not a condition or prerequisite for participation in any RFP(s).

Suppliers participating in this RFI/DRAFT RFP process should identify any submitted information that is to be considered as either company confidential or proprietary.

All enquiries and other communications related to this RFI/DRAFT RFP shall be directed exclusively to the PWGSC Contracting Authority. Changes to the RFI may occur during the posting period. The use of e-mail to communicate with Canada is acceptable

Timeline for Feedback

PWGSC is seeking feedback from Industry in response to this RFI **starting from its posting date until close of business on 6 August 2014.**

It is requested that submissions be made directly to Public Works and Government Services Canada via email to: ricardo.chincoli@tpsgc-pwgsc.gc.ca.

Confidentiality

Canada will handle any material or information provided by Industry in response to this request for input in accordance with the Access to Information Act.

Disclaimer

This document is intended for information purposes only and may be subject to change without notice. Release of this information does not constitute a commitment on the part of the Government of Canada to contract for any of the above-mentioned requirements.

Government of Canada Surplus Online Auctioning System (GCSurplus OAS)

Department of Public Works and Government Services Canada (PWGSC)

DRAFT Request for Proposal (Draft RFP)

DRAFT REQUEST FOR PROPOSAL

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus annexes and attachments, 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, 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, the Basis of Payment, the Security Requirements Checklist, Federal Contractors Program for Employment Equity – Certification and the Task Authorization Form.

- 1.2 It is intended to result in the award of one contract, for five (5) years plus five (5) one-year irrevocable options allowing Canada to extend the term of the contract.
- 1.3 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>)
- 1.4 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.
- 1.5 Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation."
- 1.6 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), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- 1.7 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.
- 1.8 The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

2. Background Information

GCSurplus has a requirement for an On Line Auction Service for the sale of surplus assets.

This procurement is being conducted by PWGSC Contracting division for GCSurplus. The resulting contract will be used by GCSurplus to provide OAS services to its clients, that include GCSurplus itself, those government institutions for whom the services that GCSurplus provides are mandatory, and those other organizations for whom the services that GCSurplus provides are optional and that choose to use those services from time to time. It is intended to result in the award of a contract for 5 years, plus 5 one year irrevocable option(s) allowing Canada to extend the term of the contract. 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.

GCSurplus strives to be a leader in its marketplace and expects to provide an online auctioning experience which continually exceeds the expectation of its Users. The OAS must respond to the continued increase in expectations from GCSurplus Users by providing a positive experience when working through their bidding cycle from beginning to end.

Canada is seeking to establish a Contract with a qualified Service Provider (Contractor) to provide a modern, robust, bilingual, commercially available Online Auctioning Service (OAS) via a Contractor hosted, operated and maintained service, to support the delivery of the Surplus Crown Assets disposal and sale process and workflow for GCSurplus.

The Contractor must provide a fully-hosted solution as further described within the Statement of Work (SOW), inclusive of infrastructure service provisioning including secure accessibility, data storage and management, infrastructure-related support services, disaster recovery including full redundancy; as well as Online Auctioning Service (OAS) application development (configuration) and integration or interfacing with companion GoC system(s), all applicable testing services, data migration, provisioning of a web-accessible Government of Canada (GoC)-wide implementation as well as public facing online interfaces and associated OAS solution training, system documentation and help desk support services.

Canada will not host the application on Government premises, nor support and maintain the infrastructure and commercial software upon which the solution resides with Government staff.

In addition, the Contractor must provide Professional Services below, as and when requested by Canada, observing the Task Authorization (T.A.) procedures described on the Part 7 of this bid solicitation – Resulting Contract Clauses.

- 2.1 consultation services to review existing and emerging “to-be” business processes and, where applicable, suggest alternate approaches to further leverage the native abilities of the selected COTS OAS solution;
- 2.2 management of on-going change, organizational readiness and organizational development activities to transition IT and business staff to conduct their business using the OAS solution technology and associated business processes;
 - i. additional content migration services;
 - ii. additional OAS configuration and/or development services;
 - iii. additional companion systems integration services;
 - iv. additional OAS-specific training support services; and
 - v. consultation and related services to enhance the visibility and market potential of GCSurplus.ca and its sales offerings, with the potential for mutual benefit.
 - vi. At the end of the Contract, upon notice from Canada, the Supplier must complete the secure and efficient transfer of all GoC data, documentation and any other required items to the Successor (as identified by Canada) and for supporting the transition of all Contract activities to the Successor, without service disruptions to Canada.

- 2.3 Unforeseen work may be required at the discretion of Canada. The Contractor must provide these additional Professional Services observed the Task Authorization (T.A.) procedures described on Part 7 – Resulting Contract. The prices negotiated and agreed upon by the parties for unforeseen work will be subject to the price certification procedures, profit policies and other applicable policies as per Canada's Contracting Regulations.

3. Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

4. 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

5. Conflict of Interest

Without limiting Canada's rights under Article 18 of 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, the following private sector individuals and non-crown employees have been engaged in the preparation of this solicitation:

- i) *Insert Company and Individual name*

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)(<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 (2013-06-01) 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

2. Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and at the PWGSC address indicated at the top right hand corner of page one of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

3. Former Public Servant

- a. Former public servants must comply with the [Conflict of Interest Act](#). This is a term of all general conditions and forms part of all solicitations.
- b. For service contracts, SACC Manual clauses [A3025T](#), [A3026T](#), [M3025T](#), [M3026T](#), [S3025T](#), as applicable, must be used in all solicitations to ensure compliance with former public servant policies. Suppliers are required to self-identify as a former public servant, if applicable, and to make available to Canada any additional details of their status with respect to cash-out amounts and time equivalents, pension payment details and status of ownership.
- c. Former public servants must provide the required certification before contract award or issuance of a standing offer or supply arrangement. Canada will declare a bid/offer/arrangement non-responsive if the required certification(s) is not completed and submitted as requested.
- d. This certification will be a condition precedent to contract award, as opposed to a mandatory requirement for evaluation purposes.
- e. All certifications that suppliers provide to Canada are subject to verification by Canada during the evaluation period (before award of a contract) and after award of a contract to ensure compliance. For more information on definitions and exceptional contracting authorities, consult [Chapter 3 Procurement Strategy](#) and [Chapter 6 Approvals and Authorities](#).

4. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail 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.

Canada may choose, at its discretion, to undertake a Bidder Information Session during the posting period of the RFP. The purpose of the voluntary Bidder Information Session, if undertaken, will be to assist prospective Bidders in understanding the procurement process and to provide an overview of the Deliverables and evaluation process and identify areas of the proposed procurement where industry feedback is encouraged. If Canada deems a Bidder Information Session to be a helpful addition to the bid solicitation process, Canada will announce this decision and provide additional information regarding location, scheduling and registration at that time.

5. Applicable Laws

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

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 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.

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 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 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

7. Volumetric Data

The estimated number of resources required per category 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 resources or days will be consistent with this data. It is provided purely for information purposes.

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 (3 hard copies) and 1 soft copy on USB Key
- Section II: Financial Bid (3 hard copies) and 1 soft copy on USB Key
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

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) (<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

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

1.2 Substantiation of Technical Compliance: 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.

- 1.3 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.

Section II: Financial Bid

- 1.1 Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in the Basis of Payment in Annex "B". 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 in Canadian dollars in each cell requiring an entry in the pricing tables.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 Exchange Rate Fluctuation:** The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive. C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

- 1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures**

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of 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) 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 Interviews: If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 5 working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at PWGSC in Gatineau, Québec.

(iii) Requests for Further Information: If Canada requires 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 2 working days of a request by the Contracting Authority.

(iv) Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

2. Bidder's Compliance to the Solicitation Requirements and the Evaluation Process

By submitting a proposal, the Bidder agrees:

- 1. to comply with all the mandatory requirements in the solicitation including the Statement of Work and all its appendices, the terms and conditions of the solicitation, and the terms and conditions specified that will be in any resulting contract; and
- 2. to be bound by the process set out in this solicitation regarding the conduct of the evaluation process and that it will comply with all requirements specified in evaluation procedures.

3. Information to Evaluate

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

The following information will be used to evaluate the bids received:

1. All information provided in the Bidder's proposal to the stated requirements as defined in this RFP;
2. Clarifications obtained from references of an otherwise compliant Bidder by the Evaluation Team;
3. Clarifications from the Bidders, which may be requested and provided during the evaluation process.

4. Steps to Conduct the Evaluation

The Evaluation Team will be conducting the evaluation in several steps. Notwithstanding that the evaluation and selection methodology will be conducted in steps, the fact that Canada has proceeded to a later step should not be interpreted to mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada reserves the right to conduct steps of the evaluation in parallel or concurrently.

The following is a list of the steps, which are described in more detail in the sections following.

Step 1: Evaluation of the Bidder's Response - Compliance to the Mandatory Requirements

Step 2: Evaluation of the Technical Bid - Rated Requirements

Step 3: Reference Validation

Step 4: Evaluation of the Financial Bids

Step 5: Determination of Combined Technical merit and Price

Step 6: Selection of Successful Bidder for Recommendation

For additional clarification:

SUMMARY OF EVALUATION PROCESS		
All Mandatory Requirements Met?	Yes / No	
Point Rated Criteria	Maximum Point Value	Minimum Score Required
R1. Previous Experience of the Bidder (Project Summaries)	255	
R2. Implementation Plan	150	
R3. Support and Maintenance Methodology	85	
R4. Professional Service Approach	15	
R5. Core Team of Resources	40	
R6. Proposal Quality	5	
Sub-Total (R1-R6)	/550	330

R7. Technical and Functional Requirements of the Solution (Adjusted)		/600	
TOTAL TECHNICAL SCORE (R1-R7):		/1150	805 (70%)
WEIGHTED TECHNICAL SCORE	<u>Bidder's Total Technical Score</u> 1150 x 70	/70	
WEIGHTED FINANCIAL SCORE	<u>LOWEST Total Assessed Price</u> Bidder's Total Assessed Price x 30	/30	
BIDDER TOTAL SCORE	Weighted Technical Score (/70) + Weighted Financial Score (/30)	/100	Top Ranked Bidder represents Best Value

If a Bidder fails to meet any mandatory requirement in the solicitation, the bid will not receive any further consideration.

While in most instances a bid will be given no further consideration in the first instance that it is evaluated as non-compliant, the Evaluation Team may, at its discretion, proceed with the evaluation of any given bid while it further considers a final decision concerning any potential non-compliance of the Bid.

Step 1: Compliance to the Mandatory Requirements

Each bid will be reviewed for compliance with the mandatory requirements of this solicitation. The Technical evaluation mandatory requirements are specified in Annex F to this RFP. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

Where specified, Bidders must substantiate their compliance with the evaluation mandatory requirements by providing specific information or supporting documentation. Canada will not consider information from external references e.g. web pages, books, standards, etc. Where so required, Bidders must substantiate compliance with the mandatory requirement by completing the Technical Proposal Evaluation and Submission Table (Annex F to the RFP). In cases where specific documentation is required to substantiate the ability to comply with the requirement, failure to provide the required documentation will render the Bidder's response as non-compliant and the Bidder will be disqualified.

The Bidder must ensure that its Proposal provides sufficient evidence for the Evaluation Committee to assess the compliance of the Proposal with the criteria listed in this Request for Proposals (RFP). Bidders must make sure that their proposal **clearly indicates the number of years/months** experience (1 year = 12 months). It is the sole responsibility of the Bidder to provide sufficient information within its Proposal to enable the Evaluation Committee to complete its evaluation.

The experience of the Bidder must be work for which the Bidder was under contract to organizations exterior to the Bidder's own organization. In the case of Proposals submitted as a joint venture, partnership or other contractual relationship, the combined experience of the Parties forming the Proposal will be considered in the evaluation of the experience of the Bidder.

Proposals meeting all the mandatory requirements will advance to Step 2.

Step 2: Evaluation of the Rated Requirements

Each bid will be evaluated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated", "should" or by reference to a score. Bidders who fail to provide complete

bids with all the information requested by this bid solicitation will be assessed accordingly. The rated requirements are described in Annex F to the RFP.

Number of Resources Evaluated: For other than the key resources specified in section entitled Annex A, Statement of Work, all other proposed resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource(s) to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource(s) will then be assessed against the Evaluation Criteria attached to and forming a part of the Contract.

Each requirement will be scored individually and the score will be determined through a consensus process. The maximum allowable points for each rated requirement are indicated in Annex F to the RFP.

Step 3: Reference Validation

Canada may conduct reference validations on all the Bidders who have met all the mandatory requirements in Step 1 and may contact the references provided by the Bidder for clarification purposes as specified below.

The Bidder's RFP Point of Contact identified in its Proposal will act as an intermediary between Canada and the client references for the purpose of arranging follow-up communications between the Evaluation Team and the client reference as required. The Bidder's RFP Point of Contact must make every reasonable effort to arrange for such communication with the subject project reference in a timely and professional manner so as to reasonably accommodate Canada's review and evaluation schedule. Canada will act reasonably to accommodate the business and operational requirements of the project reference and will provide the Bidder's Contact no less than three business days written notice of its intention to initiate contact.

The purpose of the reference validations is to allow the Evaluation Team to confirm and validate information provided by the Bidder in its proposal. Any of the information provided by the Bidder with respect to the reference projects may be verified through the reference validation process.

Canada may contact the references for clarification purposes in writing by e-mail (unless the contact at the reference is only available by telephone). These communications will be conducted in both official languages of Canada, English or French, at the preference of the client contact. If Canada is unable to contact the named client contact during the evaluation period, the Bidder will be given an opportunity to submit the name and contact information of an alternate contact from the same client. Canada may also contact the client contacts directly as well as by email. If the Bidder submits more than the stipulated maximum number of reference projects, only the maximum number will be evaluated in the order presented in the Bidder's proposal.

If there is any inconsistency or conflict between the Bidder's experience qualifications as indicated in the Bidder's proposal and the Bidder's experience qualifications as expressed by a client contact during the reference validation process, then Canada will re-evaluate the Bidder experience using the information provided by the client contact.

There will be no points assigned in this step of the evaluation process. Once the reference validations have been completed, the information obtained through this process will be used to either confirm if mandatory requirements have been met, or validate the scoring assigned to the Bidder during Step 2 (Evaluation of Rated Requirements) of the evaluation process in accordance with the published evaluation criteria.

In the event that, once the reference information is taken into account, the Bidder is unable, or only partially able, to demonstrate or substantiate the accuracy of its response and its ability to fulfill a mandatory requirement as stated in its bid, its bid will be evaluated as non-compliant and will receive no further consideration.

In the event that, once the reference information is taken into account, the Bidder is unable, or only partially able, to demonstrate or substantiate the accuracy of its response and its ability to fulfill a rated requirement as stated in its bid, depending on the nature and degree of the discrepancy, the score for that specific rated requirement may be adjusted downwards. In no case will the scoring be adjusted upwards when the information obtained through the reference validation process is assessed.

Step 4: Evaluation of Financial Bids

As part of the evaluation process, the financial bids of those Bidders that are still considered compliant after Step 3 will be evaluated.

PWGSC will independently assess the financial bids of all technically compliant bids. For each bid under consideration, a **Total Bid Evaluation Price** will be calculated as specified in Annex G to the RFP using the information that the Bidder provided in its Financial Proposal in response to the Pricing Tables at Annex B to the RFP.

Step 5: Determination of Combined Rating Technical Merit and Price and Ranking of Bidders

Canada intends to award one (1) Contract as a result of this solicitation to the Bidder representing **Best Value**, which in this context is the Bidder with the highest **Total Score** (i.e. the combined rating of Technical Merit and Price). The Total Score is out of a maximum of **100 points**.

PWGSC will independently determine each compliant Bidder's Combined Rating Technical Merit and Price in accordance with the weightings as shown below:

A weighting has been established by Canada wherein the Bidder's Total Technical Score as derived from the Point-Rated Criteria will be valued at **70%** of the Bidder's Total Score (i.e. 70 points), and the Bidder's Financial Score will be valued at **30%** of the Total Score (i.e. 30 points). The detailed calculation used to arrive at these values is presented in Annex G.

In the event of a tie, the compliant proposal with the higher/highest Financial Proposal Score (i.e. lower/lowest total bid evaluation price) will prevail.

Step 6: Selection of Successful Bidder for Recommendation

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation requirements.

Bids not meeting (a) or (b) will be declared non-responsive.

The Bidder that submits the compliant proposal achieving the highest Overall Proposal Score (i.e. Combined Rating Technical Merit and Price) will be recommended for Contract award. In the event of a tie, the compliant proposal with the higher/highest Financial Proposal Score (i.e. lower/lowest total bid evaluation price) will prevail. Canada will evaluate the first-ranked Bidder's financial capability, to ensure its capability to undertake the project and deliver within the expected Contract framework and time frame.

Bidder financial capability is a mandatory condition precedent to Contract award. If the first ranked Bidder does not pass this evaluation, the Bidder's bid will be declared non-responsive, and a revised ranking will be established in accordance with the procedures herein. Whether any bid is recommended for contract award depends on all the provisions of this bid solicitation (for example, the vendor performance provisions

of Standard Instructions 2003 would affect whether an otherwise responsive bid were recommended for award, as would factors such as financial capability).

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.

6. Evaluation of Experience of Bidder's Teaming Members

In the Bidder's response to each requirement where corporate or key personnel experience is being evaluated, the Bidder should specify the name of the entity whose experience is being submitted for evaluation (i.e., whether the experience is that of the Bidder, the parent organization, a Joint Venture partner, etc.). In addition, in the event that the Bidder is using the experience of a parent, an affiliated organization, any subsidiary organization or any major first-tier subcontractors, the Bidder should clearly indicate under each requirement, as applicable, that it has a teaming agreement or contract with this entity, as per the certification provided below following this section.

For the purpose of this solicitation, a Team Member is any entity that the Bidder is proposing to perform any part of the work and whose experience is being used to meet an evaluation requirement. Team Members under this solicitation can ONLY include the following:

- (a) For **corporate** experience, except where otherwise expressly specified, only the experience of joint venture partners, a parent organization, an affiliated organization, any subsidiary organization and any major first-tier subcontractor;
- (b) For **key personnel** experience, the experience of an individual from a joint venture partner, a parent organization, an affiliated organization, any subsidiary organization or any major first-tier subcontractor.

Eligible Work Experience: as applicable, the following will apply in assessing the Bidder's response to the mandatory or rated requirements.

(a) For Both Corporate and Key Personnel Experience

- (i) Experience listed without providing any supporting data to describe where, how and by whom such experience was obtained will result in the experience not being included for evaluation purposes.
- (ii) Except where otherwise expressly provided, Corporate Team Members or Key Personnel cannot pool their abilities to satisfy any single point-rated requirement of this solicitation. Wherever substantiation of a point-rated requirement is required, the Bidder is requested to indicate which team member or individual satisfies the requirement.
- (iii) Experience listed must include the month and year for both the start and finish dates and should also include the day. If the day is not provided, it will be evaluated as the last day of the month in the case of the start date and the first day of the month in the case of the finish date.
- (iv) For a month of experience to be considered, the experience must be for at least 12 working days in the month.

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 services, 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 requirement, 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, totalling 3 years. Such a response would be declared non-compliant. (Note: this example is not specific to this solicitation and does not relate to the requirements of this solicitation - it is provided only for illustrative purposes.)

(b) For Corporate Experience

- (i) The corporate experience identified by the Bidder to meet specific criteria must be work for which the Bidder was directly responsible. Corporate experience, as a result of work carried out by a parent organization, any affiliated organization and/or any subsidiary organization that may be associated with the Bidder or joint venture member or general partner of the Bidder, as applicable will only be considered if the experience is accessible to the Bidder and the Bidder can rely upon and use the experience of the Team Member throughout the performance of any resulting Contract. The Bidder is required to demonstrate this accessibility through the certification provided under Attachment B - Team Certification. This certification is required to include the name(s) of the entity whose experience is being presented for evaluation or the experience will not be considered by the Evaluation Team. The Bidder is requested to provide this certification with its proposal at bid closing.
- (ii) The Bidder may, however, consist of several firms putting one bid together as a joint venture. In the case of such a joint venture, except as otherwise specified, the experience of the firms forming the joint venture will be considered in determining the Bidder's compliance with the criteria.

(c) For Key Personnel Experience

For any of the Bidder's proposed personnel, the month(s) of experience listed for a project whose time frame overlaps that of another referenced project, will only be counted once. For example: Project 1 time frame is July 2001 to December 2001; Project 2 time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7).

Canada believes that there is a strong correlation between the success of an initiative and a Contractor with well-established relationships with its team members (joint venture partners, partners, parent organization, affiliated organization, any subsidiary organization and major tier-one subcontractors).

The Bidder is requested to provide the certification as per Attachment B to the RFP (TEAM CERTIFICATION).

PART 5 - CERTIFICATIONS

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

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

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

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.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

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 annex [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 annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

1.3 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

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

1.4 Status and Availability of Resources

(a) The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this

clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

(b) The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, the bidder will provide additional resources in accordance with the TA process detailed in the Contract to perform the Work as required by Canada's representatives and at the time agreed to with Canada's representatives.

(c) If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

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;
 - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information;
 - (f) the Bidder must comply with the **Canadian Institute of Chartered Accountants (CICA) Handbook Section 5970** (equivalent to U.S.A. SAS 70). Web site for reference is being provided herein <http://www.cica.ca/focus-on-practice-areas/information-technology/publications/item33711.pdf>
 - (g) the Bidder must inform whether the proposed solution aligns with IGSG-33. If yes, the Bidder must describe how the proposed solution meets ITSG-33. If not, the bidder must describe what element(s) are necessary in order for the solution to meet ITSG-33. Web site for reference is being provided herein <http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg33-overview-apercu-eng.html>
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 PWGSC 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](#) website.

2. Financial Capability

Manual SACC clause A9033T (2012-07-16) Financial Capability applies.

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external

statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.

A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

- d. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - e. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - f. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- 2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 - 3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

4. **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
6. **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 7 of the RFP.

If the information is not provided in the bid, 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.

4. Controlled Goods Program

- (a) SACC Manual clause A9130T (2011-05-16) Controlled Goods Program;
- (b) In the case of a joint venture Bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

PART 7 - RESULTING CONTRACT CLAUSES

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

1.1 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.
- (b) **Client:** Under the Contract, the "**Client**" is PWGSC's GC Surplus.
- (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 Contract 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.

1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be authorized using a Task Authorization (TA) as defined herein. The Work described in the TA must be in accordance with the scope of the Contract.

1.2.1 Task Authorization Process

As and when required the Contractor will assist the Client, through a Task Authorization, in developing measurable performance standards that could be applied to any work to be performed under the Contract and/or in identifying potential areas of work to be performed under a managed service approach in the future.

If a requirement for a specific task is identified, a "statement of task" will be prepared by the Technical Authority and will be sent to the address below, and may be forwarded to the Contracting Authority, as applicable. The Task Authorization will then be sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation detailing the cost and time to complete the task to the Contracting Authority and to the following address:

PWGSC's GC Surplus, Ottawa, Ontario

Attention:

Phone:

Email:

- a) **The Contractor's quotation must be based on the rates set out in the Contract.** The Contractor will not be paid for providing the quotation or for providing other information required

to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 10 working days of the request.

- b) Approval Process:** If Canada approves the Contractor's task quotation, Canada (by its authorized representative, as described in this Article) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.

c) Form and Content of Task Authorization:

- (i) The Technical Authority will provide the Contractor with a description of the task using the Task Authorization Form in Annex E.
- (ii) The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- (iii) A Task Authorization must also contain the following information, if applicable:
 - (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;
 - (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of 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.
 - (N) With each quotation, the Contractor must provide the following certification:

The Contractor certifies the price quoted:

- a) is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both;

- b) does not include an element of profit on the sale in excess of that normally obtained by the Contractor on the sale of goods, services or both of like quality and quantity; and
- c) does not include any provision for discounts to selling agents.

d) Contractor's Resources:

Resources proposed by the Contractor in response to a TA, will be evaluated by the Technical Authority, in accordance with Annex F, Resources Technical Evaluation Criteria, attached hereto, for acceptance by the Technical Authority. Should any proposed resource not meet the evaluation criteria, the Contractor shall propose an alternate resource.

e) Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

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

- (A) the Technical Authority; and
- (B) the PWGSC 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 TAs at any time.

- f) Administration of Task Authorization Process:** The administration of the Task Authorization process will be carried out by the Technical Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

g) Periodic Usage Reports:

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under authorized TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports 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:
April 1 to June 30;
July 1 to September 30;
October 1 to December 31; and
January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 14 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 the task;
 - (C) the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;
 - (D) the total estimated cost specified in the TA (ALL APPLICABLE TAXES extra);
 - (E) the total amount (ALL APPLICABLE TAXES extra) expended to date;
 - (F) the start and completion date; and
 - (G) the active status, 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 TAs (as amended):
- (A) the amount (extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all authorized TAs; and
 - (B) the total amount, ALL APPLICABLE TAXES extra, expended to date against all validly issued tasks.

h) Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for Administrative purposes.

2. Professional Services – General

2.1 The Contractor must provide, as and when requested by Canada using a TA, professional services as described in Annex A. Once a requirement for a resource is identified by Canada (including any resources required under the Contract to be available immediately following award or once a TA is issued), the Contractor must make the resource available to Canada within 10 working days. If an individual resource is named in this Contract with respect to any portion of the work, the Contractor must provide that resource, except to the extent that a replacement is permitted under the General Conditions (in which case the replacement must be provided within the time period described above). This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Client's operating environment.

2.2 If the Contractor fails to meet any of its obligations under this Article and Article 3 below, or fails to deliver any deliverable 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 the turnaround time expressed in the TA detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

3. Professional Services – Qualifications & Replacement of Personnel

3.1 Qualifications of Personnel: The Contractor must ensure that all personnel assigned to perform the Work under this Contract meet the level of competence required to perform the work described in the SOW and are acceptable to the Technical Authority.

Resources proposed by the Contractor in response to a TA will be evaluated for acceptability by Canada in accordance with the same Evaluation Criteria used for the Request For Proposal.

3.2 Contractor to Ensure Performance: The Contractor must monitor its employees to ensure that performance is maintained to the satisfaction of the Technical Authority.

3.3 Specific Individuals: When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor must provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control. For the purposes of this provision, "reasons beyond its control" does not include the re-assignment of the individual to other projects being handled by the Contractor. Canada may require a statutory declaration from the Contractor in respect of any personnel removed for reasons beyond the Contractor's control.

i. If the Contractor must replace an individual named in the Contract, for reasons beyond its control, the replacement must meet the minimum qualifications listed in the SOW, Annex A. In the case of project key personnel in the SOW, the replacement must also have similar qualifications and experience as the person named in the Contract.

ii. Named Resources:

Note: *The following have been identified as key resources by the Contractor.*

Named Positions (to be completed for contract)

Name	Title

3.4 Back-up Resources: The Contractor undertakes to supply competent back-up staff so that in the event of any cause which renders the personnel unavailable to the assignment for which service was requested, such occurrence does not extend the completion date specified in this contract unless such extension has been accepted by the Project Authority and incorporated into the Contract or TA in the form of an amendment to the Contract or the TA approved by the Technical Authority.

3.5 Replacement and Knowledge Transfer: If it is necessary to replace personnel, the Contractor must give at least ten (10) working days notice in writing to the Project Authority, but thirty days would be preferable. The replacement must possess qualifications acceptable to the Technical Authority and be approved by the Technical Authority prior to replacement. Any replacement will be assigned to shadow the "to be replaced" resource (or an ClC resource when appropriate) for knowledge transfer, for a period of up to a maximum of ten (10) working days to be determined with the Technical Authority, at the Contractor's own expense. This shall also apply to Contractor personnel replaced at the request of the Technical Authority as not being suitable. The Project Authority reserves the right to interview (at no cost to Canada) the personnel assigned to the Project.

3.6 Resources with Different or Additional Skills: To the extent that the performance of the work in accordance with this Contract requires professional services from individuals with different or additional skills from those described in the Statement of Work, the Contractor must provide individuals capable of performing such Work at prices to be agreed upon by the parties, which include unforeseen in-scope requirements as specified in the Annex A Statement of Work 4.1.9.

3.7 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.

3.8 Purpose of Estimates: All estimated costs contained in the Contract are included solely for the administrative proposes of Canada and do not represent a commitment on the part of Canada to purchase

goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

4. Change Management Procedures

4.1 Without in any way diminishing or restricting limitation, any of the responsibilities of the Contractor, the Technical Authority may, by giving notice to the Contractor, at any time and from time to time, request changes in the Work described in the Contract or in any approved TA(s). Conversely, the Contractor may wish to propose a change to the Work described in the Contract or changes in any approved TA(s).

4.2 Where the Technical Authority requests a change or modification, the Technical Authority will request a written Change Proposal from the Contractor for consideration. Where the Contractor wishes to propose a change or a modification, the Contractor will submit a written Change Proposal to the Technical Authority for consideration.

4.3 All changes, whether there is a cost or not, will require formal authorization through a TA or a Contract amendment.

4.4 As soon as reasonably possible, and no later than 10 working days after receipt of the request, the Contractor must either:

- (i) give notice to the Technical Authority that the proposed modification is not sufficiently defined; or
- (ii) submit to the Technical Authority a completed Change Proposal which must contain the following:

- (A) a description of the change(s);
- (B) the decrease or increase, if any, which the proposed change will cause to the Contract or TA price;
- (C) change(s) in delivery dates, if any, for any part of the Work affected by the directed or proposed changes;
- (D) the anticipated effect of the change(s) on the performance of the Work;
- (E) the plan or plans to minimize the effect of the change(s) on the performance of the Work;
- (F) recommended plan or plans for the completion of the Work;
- (G) any other change in the provisions of the TA or this Contract; and
- (H) such additional information as may be reasonably required by the Project Authority.

If the Contractor's Proposal is accepted, the Technical Authority and the Contractor agree to commence negotiations with respect to changes in the Work described in the Contractor's Proposal as soon as practicable.

4.5 All proposed changes by the Contractor to any previously approved deliverable will require the revised deliverable to be resubmitted by the Contractor to the Technical Authority for acceptance in accordance with this Contract.

4.6 No change in the Work, or in price, in the Contract or any resulting TA, resulting from changes in the Work, will be recognized under this Contract or any resulting TA(s), except in accordance with the provisions described in this Article. No one other than the Contracting Authority has the authority to approve any amendments or changes to this Contract or any resulting TA(s).

4.7 If any directed change or changes approved after consideration of the Proposal, causes an increase or decrease in the price of the Contract or any resulting TA or the time for performance, then the price of the respective TA, the time for performance and other affected provisions of the Contract or the respective TA

must be adjusted accordingly, provided that, at no time, must the Contractor be entitled compensation for any loss of anticipated profits. The Contractor must not carry out any Work arising from a change proposed by the Contractor or requested by the Technical Authority until negotiations between the Contractor and Canada are completed to a mutual agreement, and the Contractor is in receipt of written authorization to proceed with the change as received from the Contracting Authority.

- a) It is the responsibility of the Contractor to verify with the Technical Authority and the Contracting Authority whether the Work activity falls within the scope of the Contract or any approved TA(s), in the event that any uncertainty exists.
- b) If preparation of a Change Proposal requires significant effort (10 working days or more) on the part of the Contractor, the Contractor will notify the Technical Authority and the Contracting Authority of the Contractor's costs to prepare any such Change Proposal, that is, the "Estimated Cost". In such event, the Contracting Authority will:
- c) withdraw the request for the Change Proposal response; or
- d) authorize the Contractor to proceed to prepare the Change Proposal through the issuance of a TA, in which event Canada will be liable for the Contractor's costs to prepare the Change Proposal up to an amount not to exceed the Estimated Cost.

4.8 If the number of Change Proposals that the Contractor is required to prepare in any month will, in the aggregate, require significant effort on the part of the Contractor, the Contractor's Representative will give notice thereof to the Contracting Authority and the Technical Authority. In such event, the parties will meet promptly to:

- (i) identify the Change Proposal requests that may be withdrawn and prioritize those remaining; or
- (ii) identify the Estimated Cost to prepare the change proposals, and Canada must then authorize or withdraw the change requests in a similar manner as described in sub-article j) above.

4.9 The costs of any changes pursuant to this Article will be negotiated based on pricing contained in the Contract.

5. 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.

5.1 General Conditions

2035 (2013-06-27), General Conditions - Higher Complexity – Services apply to and form part of the Contract.

5.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

- 4002, dated 2010-08-16 Software Development or Modification Services;
- 4003, dated 2010-08-16 Licensed Software
- 4004, dated 2013-04-25 Maintenance and Support Services for Licensed Software
- 4006, dated 2010-08-16 Contractor to Own Intellectual Property Rights in Foreground Information;
- 4008, dated 2008-12-12 Personal Information.

6. Security Requirement

6.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

Note: To Be Determined. The designated level of security is PROTECTED B.

6.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

7. Term of Contract

7.1 Period of the Contract

The period of the Contract is from _____ to _____ inclusive.

7.2 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 one-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 15 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.

8. Authorities

8.1 Contracting Authority

The Contracting Authority for the Contract is:

Ricardo Chincoli, M.A.

Public Works and Government Services Canada

Acquisitions Branch - Special Projects Initiatives Directorate (SPID)

Address: 11 Laurier Street, Gatineau (QC), K1A 0S5

Telephone: 819-956-4154

Facsimile: 819-956-8303

E-mail address: Ricardo.chincoli@tpsgc-pwgsc.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.

8.2 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.

8.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

9. 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, ALL APPLICABLE TAXES extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$_____

(ii) **Pre-Authorized Travel and Living Expenses**

Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work in accordance with the clause titled "Travel and Living" of the Supply Arrangement which is also available at:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rfdso-sotli-eng.html>.

All payments are subject to government audit.

Estimated Cost: \$_____

- (iii) **ALL APPLICABLE TAXES:** Estimated Cost: \$_____
 - (iv) **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.
 - (v) **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.
 - (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (b) **Limitation of Expenditure:** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any applicable ALL APPLICABLE TAXES or HST. With respect to the amount set out on page one of the Contract, Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (i) 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 when:
 - (A) it is 75 percent committed, or
 - (B) 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.
 - (i) 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.
- (c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.

- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the Work described in the TA, all of which is required to be performed for the maximum TA price. If the Work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(d) Time Verification

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

(e) 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.

All payments are subject to government audit.

10.1 Taxes – Foreign-based Contractors

C2000C - (2007-11-30), Taxes - Foreign-based Contractor applies.

10.2 Canadian Customs Duties and Sales Tax - Foreign-based Contractor

C2605C - (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor applies.

10.3 Price Protection - Most Favoured Customer (New Labour Categories)

- a) Where Canada seeks to add a new labour category in respect of a requirement for a resource with different or additional skills to perform Work in accordance with the Contract, the Contractor certifies that to the best of the Contractor's knowledge, the pricing for the new category it is charging to Canada under this Contract is not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of services in the year before the labour category is added to this Contract.
- b) The Contractor also agrees that, if after the Contract Award date of this Contract it reduces the prices/rates it charges to other customers for any New Labour Categories which were added to the Contract after the Contract Award Date for a similar quality and quantity of services, it will reduce the prices/rates for all remaining services performed by resources in the new labour category under this Contract (with notice to the Contracting Authority).
- c) At any time during the 5 years after making the final payment under this Contract or until all outstanding claims and disputes are settled, whichever is later, Canada has the right to audit the

Contractor's records to verify that it is receiving (or has received) prices/rates in accordance with this certification.

- d) During this audit, the Contractor must produce invoices and contracts for similar services (similar quality and quantity) sold to other customers from one year before this Contract until the end of this Contract. If the Contractor is required by statute or contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Senior Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and service locations).
- e) In determining whether the services sold to another customer were of similar quality, the terms and conditions of the contract under which those services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- f) If Canada's audit reveals that the Contractor charged lower prices/rates for a similar quality and quantity of services under any contract where services were made in the year before this Contract was issued, or that the Contractor delivered additional services under this Contract after reducing its prices for other customers but without reducing the prices/rates under this Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of this Contract.
- g) Canada acknowledges that this commitment does not extend to prices/rates charged by any affiliates of the Contractor.

11. Discretionary Audit

SACC Manual clause C0101C (2010-01-11) related to discretionary audit applies.

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

12.1 Time Verification

SACC Manual clause C07711C (2008-05-12) related to time verification applies.

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.

13. Invoicing Instructions

- I. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a) all information required on form [PWGSC-TPSGC 1111](#);
- b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c) a list of all expenses;
- d) expenditures plus pro-rated profit or fee;
- e) the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c) a copy of the monthly progress report.

II. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

III. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

IV. The Contractor must not submit claims until all work identified in the claim is completed.

14. Certifications

14.1 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.

14.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.

15. Applicable Laws

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

16. 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.

- I. the Articles of Agreement;
- II. the Supplemental Terms and Conditions ; 4002 (2010-08-16) Software Development or Modification Services; 4003 (2010-08-16) Licensed Software; 4004 (2010-04-25) Maintenance and Support Services for Licensed Software; 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information; 4008, dated 2008-12-12 Personal Information;
- III. the General Conditions 2035 (2013-06-27);
- IV. Annex A Statement of Work;
- V. Annex B Basis of Payment;
- VI. Annex C Security Requirements Check List;
- VII. Annex D Federal Contractors Program for Employment Equity - Certification;
- VIII. the signed Task Authorizations (including all of its annexes, if any);
- IX. the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

17. Insurance

SACC Manual clause G1005C (2008-05-11) Insurance applies.

17.1 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.

17.2 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.

17.3 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.

18. Safeguarding Electronic Media

- a) Before using them on Canada's equipment or sending them to Canada, the Contractor must electronically scan, using a regularly updated product, 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 notify the Technical Authority of any such loss or damage and replace it at its own expense.

19. Timely Problem Identification

- a) The Contractor must immediately advise the Contracting Authority and Technical Authority in writing of any and all situations or difficulties that the Contractor considers will have a significant impact upon the scope of the Work, expected Project achievement, delivery schedule, person-power or cost to Canada. Notwithstanding the submission of any such report, the Contractor remains responsible for the completion of the Work in accordance with the terms of this Contract.
- b) Such reports must include proposed detailed remedial action plans to resolve or alleviate the identified situations or difficulties. The plans must set out the Contractor's detailed estimates of any increase in time, resources and cost to affect such plans. Such plans must include all reasonable options for consideration by Canada plus the costs and consequences to Canada of taking no remedial action and must also provide a reasonable amount of time for Canada to review these options and obtain any necessary funding authorization.
- c) The Contractor will be prohibited from claiming for any additional costs incurred in remedying a problem not reported as described above in a timely fashion, and will be required to remedy such problems at its own expense.

20. Access to Canada's Property and Facilities

- a) 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 requirement may apply.
- b) Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises pursuant to this Contract and the said premises become non accessible due to, but not limited to, evacuation, closure of government offices or as a result of any strike or lockout, and consequently no Work is being performed as a result of the closure or when access was prevented, Canada will not be liable for payment.

21. Transition Services

- a) The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to 3 months afterwards, it will make all reasonable efforts to assist Canada in the transition from this Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

- b) The Contractor will cooperate with the Technical Authority and with the incoming contractor to ensure a seamless transition and a continuance of service including transferring data, and winding down of services.

22. Dispute Resolution

- a) If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.
- b) All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.
- c) The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to settle the dispute or will have a rapid means of obtaining the requisite authorization.
- d) These clauses shall not affect any of Canada's rights of cancellation or termination contained in this Contract.

23. 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 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 any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any 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 in any way relating to the Contract, including:
 - (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 0.75 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 \$2,000,000.00.

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 \$2,000,000.00, 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, 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).

24. Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ 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) _____ 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.*

25. 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, 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.

26. 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:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or

external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;

- (b) 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
- (c) 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.
- (d) 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.
- (e) 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.

ANNEX A

STATEMENT OF WORK

DRAFT REQUEST FOR PROPOSAL EN578-140437/001/XS

GOVERNMENT OF CANADA SURPLUS ONLINE AUCTIONING SYSTEM (GCSurplus OAS) PROFESSIONAL SERVICES

ANNEX A STATEMENT OF WORK

ONLINE AUCTIONING SERVICE FOR GCSURPLUS

SW1.0 INTRODUCTION

1.1 Overview

- 1.1.1 GCSurplus is a part of the Acquisitions Branch of Public Works and Government Services Canada (PWGSC). GCSurplus' core functions include the sale of federal surplus assets through its online bidding system, GCSurplus.ca; providing strategic, procedural and technical advice to federal government departments, agencies and other organizations who use GCSurplus' services; supporting government-wide consultations and related functions, including life cycle disposal advice; supporting Treasury Board policy development; and exploring ways and means to increase efficiency, reduce disposal costs and maximize Canada's net proceeds of asset sales.
- 1.1.2 Federal organizations, with a few exceptions, must use GCSurplus to dispose of moveable (i.e. tangible) Surplus Crown Assets; which are moveable equipment and materiel no longer required or seized goods, ranging from ships, aircraft and cars to furniture, tools and clothing. In addition to federal organizations (Clients), GCSurplus provides asset disposal services for a small number of additional public sector organizations (Clients).
- 1.1.3 Through its publicly accessible bidding website GCSurplus.ca and a small number of contracts with service providers, GCSurplus disposes of surplus assets through its ten (10) regional sales centres by sale. Client departments and organizations declare their assets surplus to GCSurplus which then manages all aspects of the sales process: receipt of declaration of surplus (Sales Request), assignment to a GCSurplus Sales Representative, receipt of asset (where applicable), triage, preparation of items for sale, listing, (closed) bidding, payment and financial settlement, asset transfer to the buyer (Customer) and reconciliation; returning the net proceeds of sale to the Client department or organization once the items have been sold.
- 1.1.4 Most surplus assets are listed for sale to the general public (Customers), however, given the special nature of some items, select Sales Listings, while publicly viewable online, are restricted for purchase to those Customers who meet specified terms and conditions.
- 1.1.5 In addition to surplus assets which may be bought by the public 'as is', GCSurplus also lists for sale a variety of decommissioned assets and materials which are sold to Customers with the capability to dismantle and recycle or securely dispose of the constituent materials (typically metals). These sales result in purchase agreements active over a period of time (Period Contracts) wherein the Customer bids to safely dispose of a specified quantity of materials. These agreements may be amended for additional time or quantity of material, based on the nature of the item(s) originally defined in the Sales Listing.
- 1.1.6 GCSurplus is also responsible for the sale and disposal of surplus Controlled Goods and military assets; however these items are **out of scope** of this agreement.
- 1.1.7 The technology which supports GCSurplus in the business lines described in Sections 1.1.2-1.1.5 above was developed in-house by PWGSC and is currently comprised of three (3) separate components:
 - a) **GCSurplus.ca** – a public facing website which provides functionality for listing Surplus Crown Assets for sale, public search of active and historic Sales Listings, and the ability to place (closed) bids and pay for awarded sales;
 - b) **GCSci** – a secure web portal, used by Client departments/agencies to declare and manage their declarations of surplus assets, as well as by GCSurplus personnel to manage the surplus and sale process from Client declaration of surplus through to customer pick-up. GCSci also supports Clients in program-level reporting and analytical capability;

- c) **CASS 2000** – a ‘back-end’ database application to which GCSurplus.ca and GCSci interfaces to provide for a secure common dataset and single record of activity. CASS 2000 also supports GCSurplus in financial and program-level reporting and analytical capability through custom reports and database queries.
- 1.1.8 These three (3) components are currently hosted by an external service provider to the Government of Canada (GoC) and are maintained and administered by GCSurplus. Application development is currently undertaken by GCSurplus personnel. GCSurplus also currently provides a tiered help desk with call centre for system users (GCSurplus, Client departments/agencies, and Customer inquiries) as well as associated user training on these systems.
- 1.1.9 GCSurplus’ systems report financial information and transaction data to the PWGSC Departmental Financial Information System – SIGMA – built on the SAP platform; and transfer funds with the assistance of a third party payment processor to the Receiver General through the Receiver General Buy Button - RGBB.
- 1.1.10 GCSurplus also interfaces with PWGSC’s Customer Information System (CIS) to read updated Client department/agency information (e.g. consignee code, etc.) that is written through a third-party API to GCSci and used in Sales Listings on GCSurplus.ca.
- 1.1.11 GCSurplus also receives information from third party solutions, including VINQuery, to provide additional asset information in relation to vehicle sales.
- 1.1.12 Additional information about GCSurplus’ Users, companion systems and historic business volumes that is pertinent to this Contract can be found in Attachment 2 to Annex A and Appendix to Annex G.
- 1.2 **Transformation and Objectives**
- 1.2.1 The activities and programs of GCSurplus were previously funded via a combination of Parliamentary Appropriation and proceeds of sale. The GCSurplus business has transitioned to a funding framework based exclusively on proceeds of sale as of April 2013.
- 1.2.2 In support of its strategic plan to explore ways and means to increase efficiency in its operations and maximize its revenue potential, GCSurplus has been undertaking a business process review and transformation to standardize, and where appropriate, streamline, the workflows and business rules associated with the delivery of GCSurplus business activities delivered by Government of Canada (GoC) personnel. Standardized procedures have been developed by GCSurplus and will begin implementation in internal workflows in 2014-2015.
- 1.2.3 To further enhance the efficiencies of this business process transformation, GCSurplus is seeking to leverage existing technologies and associated technologically enabled delivery models for modern Online Auctioning, to replace GCSurplus’ existing legacy systems with a single, integrated, robust, future oriented secure Online Auctioning Service (OAS) Solution accessible via the web.
- 1.2.4 GCSurplus is seeking to collaborate with a private sector service provider (Contractor) experienced in the delivery of online auctioning to deliver the design (“configuration”), development, and operation management (including hosting, maintenance, support, back-up, disaster recovery and future development) of this OAS Solution, in order to take advantage of private sector experience and technology. For greater clarity, GCSurplus is not looking to replicate its existing technologies or systems, but rather looking for a market leader with existing technical capability, systems, and readily adaptable functionality to support its current business operations and transformed business processes and rules. GCSurplus would retain all authority and responsibility for providing the business services associated with the GCSurplus business lines.
- 1.2.5 GCSurplus also seeks to work collaboratively with the Contractor to grow the existing customer base for Surplus Crown Assets through the use of the OAS Solution by providing additional buyer-friendly system and online auctioning features.

- 1.2.6 In addition to technological change, this collaboration would continue to explore the ability to offer related new and complementary business lines by GCSurplus enabled through the Contractor's OAS Solution, branded as GCSurplus.ca.
- 1.2.7 Finally, GCSurplus is seeking to establish a collaborative, strategic and flexible arrangement whereby it will be able to share the financial risks and potential benefits associated with the expanded use of this modern and robust OAS Solution and through complementary marketing approaches that will see greater efficiency in the delivery of GCSurplus' services and operating expenses together with a growth in the business of GCSurplus overtime using the OAS Solution.

SW2.0 REQUIREMENTS

- 2.1 Canada is seeking to establish a Contract with a qualified Contractor to provide a modern, robust, bilingual, commercially available Online Auctioning Service (OAS) Solution via a Contractor hosted, operated and maintained service, to support the delivery of the Surplus Crown Assets disposal and sale process and workflow for GCSurplus.
- 2.2 As further described in this Statement of Work and business functionality defined in Appendix 1 to Annex A (Statement of Requirement (SOR)), the Contractor must provide:
 - 2.2.1 A single integrated and modern OAS Solution which provides all of the business functionality of the current GCSurplus.ca, GCSci and CASS 2000 components while providing for one system / one platform. This includes providing secure data transfer of financial information and funds to departmental "companion" systems.
 - 2.2.2 Enhanced OAS Solution functionality associated with modern online auctioning, such as but not limited to, real time bidding, online shipping, accessibility via mobile interfaces, and warehousing and fulfilment functionality [see Appendix 1 to Annex A "Mandatory at go-live" for the minimum required OAS Solution functionality and "Future Requirement" for functionality required to be implemented within the OAS Solution after "go-live" (Service Commencement Date)];
 - 2.2.3 A forward-looking OAS Solution which provides for ready implementation of potential future innovations associated with the delivery of the Solution (see Appendix 1 to Annex A);
 - 2.2.4 A robust business intelligence, market analytic, and reporting capability (canned and custom reports) on all aspects of the OAS Solution's underlying database to enable GCSurplus personnel to access key decision-making information as well as to inform departmental and public reporting requirements. This includes data, analytics and reporting both on current asset disposal activities as well as historical data retention and associated reporting capacity;
 - 2.2.5 Secure off-site hosting, maintenance, support, application development, and disaster recovery for the above components, including full redundancy and failover capabilities for the live OAS Solution for seamless business continuity; and
 - 2.2.6 Help desk call centre, OAS Solution documentation (technical and user), and associated OAS Solution user training for the above components.
- 2.3 The Contractor must provide a fully-hosted solution at a Canadian location(s) as further described within this Statement of Work (SOW), inclusive of infrastructure service provisioning including secure accessibility, data storage and management, infrastructure-related support services, disaster recovery including full redundancy and failover capabilities; as well as Online Auctioning Service (OAS) application development (configuration) and integration or secure data exchange with companion GoC system(s), all applicable testing services, data migration, provisioning of a web-accessible Government of Canada (GoC)-wide implementation as well as public facing online website and associated OAS Solution training, system documentation and help desk support services.
 - 2.3.1 Canada will not host the application on Government premises, nor support and maintain the infrastructure and commercial software upon which the OAS Solution resides with Government staff.

- 2.4 In addition, the Contractor must provide Optional Services (as described in more detail in Section 4.4) that will support the future development of the OAS Solution to reduce operational costs and sustainably grow the GCSurplus business.
- 2.5 At the end of the Contract, upon notice from Canada, the Contractor must complete the secure and efficient transfer of all GoC data, documentation and any other required items to Canada or a third party identified by Canada (the successor) and Contractor must support the seamless and timely transition of all Contract activities to the successor, without service disruptions to Canada, its Clients or the public.

SW3.0 BUSINESS ENVIRONMENT

- 3.1 GCSurplus has its Headquarters located within the National Capital Region, at Place du Portage, Gatineau, QC.
- 3.2 In addition, there are a number of Regional Sales Centres situated across Canada, as follows:

GCSurplus Region	Location of Regional Sales Centre
Pacific – serving B.C. and the Yukon (from the Surrey location)	Surrey, British Columbia
	Victoria, British Columbia
Western – serving Alberta as well as NWT (from the Edmonton location), Saskatchewan and Manitoba as well as Nunavut (from the Winnipeg location),	Edmonton, Alberta
	Regina, Saskatchewan
	Winnipeg, Manitoba
Ontario	Toronto, Ontario
National Capital Region	Ottawa, Ontario
Quebec	Montréal, Quebec
Atlantic	Dartmouth, Nova Scotia
	Moncton, New Brunswick

- 3.3 Regular GCSurplus working hours are defined as Monday to Friday, 08:30 to 16:30 Local Time, at its Offices, located across Canada (i.e. 07:30 to 19:30 ET).
- 3.4 The Contractor is expected to be available for meetings and inquiries relating to the administration of this Contract within the regular working hours of GCSurplus' Headquarters (NCR local time, as specified in Section 3.3 above), at a minimum. However, the Contractor's working and service delivery hours may extend beyond these timeframes as necessary to comply with the Service Standards related to the work, as described in Section SW9.0, and any additional service provisions contained within the Contractor's proposal, as accepted by Canada.
- 3.5 The Contractor must provide all required maintenance, support, back-up and disaster recovery services to ensure the OAS Solution is accessible by users and the general public in compliance with the Performance and Service standards identified in Section SW9.0 and provides access to its web-accessible, hosted OAS Solution including the public facing GCSurplus.ca internet site 24x7x365(6).
- 3.6 The Contractor must provide live operator, bilingual helpdesk support (as defined in Section 4.3.6) in accordance with the following Core Hours (at a minimum): 06:00 to 20:00 Eastern Time, Monday-Friday, excluding federally observed Statutory Holidays.
- 3.7 In addition, the Contractor must provide other Optional Services (as defined in Section 4.5), as specified within one (1) or more Task Authorization (TA) Form(s), within the regular working hours of GCSurplus Headquarters (NCR local time, as specified in Section 3.3 above), at a minimum.

SW4.0 SCOPE OF WORK

- 4.1 Work under the Contract must be conducted in accordance with the following "phases":

- 4.1.1 **Phase 1: OAS Solution Project Phase**
- 4.1.2 **Phase 2: OAS Solution Operational Phase**
- 4.1.3 **Phase 3: OAS Solution Transition Out Phase**
- 4.1.4 For clarity, the requirements of each Phase of the Contract (as identified in Sections 4.1.1-4.1.3) are further defined in Sections 4.2-4.4 below.
- 4.1.5 Work is anticipated to proceed sequentially by Phase. The Contractor must receive written approval of work completed under an earlier Phase and written authorization from the GCSurplus Project Authority or designate prior to proceeding to a subsequent Phase of the Work.
- 4.1.6 The Task Authorization i.e. written authorization process is described in Part 7 – Resulting Contract.
- 4.1.7 There may be a requirement for the Contractor to cooperate with and participate in a Privacy Impact Assessment (PIA) and Threat Risk Assessment (TRA) process in relation to the implementation of its OAS Solution. As applicable, the Contractor must receive written approval of work completed under an earlier Phase and written authorization from the GCSurplus Project Authority or designate prior to proceeding to a subsequent Phase of the Work.
- 4.1.8 The Contractor must work with Canada to implement any additional Privacy or Security requirements impacting the design, development and implementation of the OAS Solution that arise as a result of these processes. The Task Authorization i.e. written authorization process is described in Part 7 – Resulting Contract.
- 4.1.9 In addition to work authorized by Canada under each Phase identified in Sections 4.2-4.4, at Canada's option, the Contractor must provide OAS Solution Enhancements and associated value-added Professional Services. The scope of these changes is generally outlined in Section 4.5 below. Where required by Canada any such work will be optioned by means of the issuance of a Task Authorization (TA) Form specifying the scope of work and timelines for completion, according to the TA Procedures as described in Section 4.5.3.
- 4.2 **Phase 1 – OAS Solution Project Phase**
- 4.2.1 The primary objective of the OAS Solution Project Phase is the smooth and seamless (to the end user) transition from Canada's existing internally provided legacy applications and processes for the online sale of surplus assets, to the Contractor's hosted web accessible OAS Solution. Coincident with the change in technology, Canada has elected to introduce new business workflow and requirements into its surplus asset sales cycle. Some information regarding its current workflow and the changes Canada is seeking to introduce within its current process can be found in Attachment 2 to Annex A, in the section titled "Surplus Asset Sales Cycle."
- 4.2.2 During the OAS Solution Project Phase, the Contractor must work collaboratively, cooperatively and in good faith with GCSurplus in the effective and timely transition from the internal delivery of the solution technology and solution-related services by Canada to the delivery of the OAS Solution technology and solution-related services by the Contractor.
- 4.2.3 Canada anticipates a period of approximately 15 calendar months and not more than 18 calendar months will be necessary to complete the initial implementation and launch of the OAS Solution in a secure, web-accessible Production environment. The required date of completion of Phase 1 (OAS Solution Project Phase) and the commencement of Phase 2 (OAS Solution Operational Phase) must be **no later than 18 calendar months following Contract Award** (the "**Service Commencement Date**").
- 4.2.4 **Project Kick-off:** Following Contract Award, the Contractor must participate in a kick-off meeting with the GCSurplus Project Authority and representatives to introduce project participants, identify and exchange background information, and confirm the governance and communications structure for the OAS Solution, Service and Contract, including decision-making authorities and escalation protocols.

- 4.2.5 **OAS Solution Requirements Review and Clarification Sessions:** Since GCSurplus will continue to be implement its Business Process Transformation during the OAS Solution Project Phase, it is anticipated that shortly after Contract Award a business and technical requirements clarification review session (or sessions) will be carried-out by the Contractor with GCSurplus Subject Matter Experts to facilitate updates and revisions to the draft Transition-In and OAS Solution Project Phase Plan (provided as part of the Contractor's Proposal), based on the revised versions of GCSurplus' business and technical requirements as specified in the Appendices and Annexes of the RFP, which will include the following information at a minimum:
- a) Existing architecture, data dictionary and overview of Canada's legacy applications and systems.
 - b) Revised business workflow, processes and standard operating procedures.
 - c) Data and Document Models.
 - d) Technical architecture information pertaining to GoC companion systems that require data exchange capabilities with the OAS Solution.
 - e) Functional Requirements of the OAS Solution, separated into:
 - i. The minimum required functionality of the OAS Solution identified as absolutely necessary as of the Service Commencement Date (see Appendix1 to Annex A).
 - ii. Additional features and functionality of the OAS Solution, for possible inclusion in the Solution as of the Service Commencement date (cost and schedule permitting), or for possible future development as an enhancement of the OAS Solution (see Appendix1 to Annex A).
 - f) Upon Contract award, Canada will provide to the Contractor, an electronic copy of any clarifications or modifications to these documents.
- 4.2.6 **Transition-In and OAS Solution Project Phase Plan:** No later than 30 calendar days following Contract award, the Contractor must submit for Canada's approval, a comprehensive revised Transition-In and OAS Solution Project Phase Plan. The Transition-In and OAS Solution Project Phase Plan must present in chronological order, the detailed description of each action item the Contractor must complete in order to ensure the completion of the initial OAS Solution implementation, including the following activities:
- a) Confirming the Change Control Process to be used for the duration of the Contract.
 - b) Preparing User Acceptance Testing (UAT), Production Mirror (Training) and Production environments within the Contractor's externally hosted platform(s) (see Section 4.2.8).
 - c) Confirming the business requirements and business rules for the surplus asset sales cycle (see Section 4.2.5).
 - d) Providing, if requested by the Project Authority:
 - i. A prioritization of the additional features and functionality of the OAS Solution, vis-à-vis what can be accomplished within the available timeline prior to the Service Commencement Date and what could be accomplished as a later Contractor "upgrade" or OAS Solution Enhancement, as well as related costing (where applicable), effort and schedule estimates.
 - ii. Related advice and recommendations on possible alternative approaches to business processes, based on the Contractor's familiarity with the technologies employed and online auctioning business model.
 - e) Confirming the process and schedule for OAS Project Phase review and coordination meetings with the GCSurplus Project Authority or designate (see Section 4.2.7).
 - f) Developing (configuring) the specified OAS Solution in the required environments (i.e. User Acceptance Testing (UAT), Production Mirror (Training) and Production) (see Section 4.2.9).
 - g) Review, confirmation and preparation of content to be migrated from Canada's legacy applications to the new OAS Solution (see Section 4.2.11).

- h) Performing content migration from Canada's legacy applications to the new OAS Solution for at least all active solution records and pre-identified solution records and User Account profile information (see Section 4.2.11).
 - i) Developing data exchange protocols, web services, linkages or interfaces to GoC companion systems, as necessary for data exchange purposes (see Section 4.2.10).
 - j) Providing OAS Solution documentation in English and French, including at a minimum:
 - i. Entity-relationship diagrams;
 - ii. Technical Requirements confirmation document;
 - iii. Solution architecture;
 - iv. OAS Solution administration guide;
 - v. OAS Solution deployment guide;
 - vi. OAS Solution maintenance guide;
 - vii. OAS Solution online help; and
 - viii. OAS Solution User manuals and training materials (see Sections 4.2.12-4.2.14).
 - k) Assisting in internal take-up of the OAS Solution through the provision of English and French Training services that will foster the skills and abilities of GCSurplus users (i.e. business users with elevated system rights capable of performing all or a sub-set of Solution administration tasks) (see Section 4.2.12).
 - l) Confirming the process and schedule for the provision of training delivery services to support the delivery of business functional support for the OAS Solution by GCSurplus Solution Administration resources (see Section 4.2.12).
 - m) Developing testing strategy(ies) and acceptance testing scripts and plans and schedule necessary to obtain Canada's sign-off on the specified OAS Solution. (*Note testing must address both language interfaces*) (see Section 4.2.16).
 - n) Equipping the Contractor's OAS Solution support desk to provide bilingual OAS Solution support services (see Section 4.3.6).
 - o) Confirming baseline support provisions during the software Warranty Period (i.e. for the 90 calendar days after OAS Solution Acceptance and Sign-off) and the provision of bilingual OAS Solution support services for the first 90 calendar-day period after the Service Commencement Date (see Section 4.3.3 and SW9.0).
 - p) Confirming the process and schedule under which to assess the Contractor's achievement of Performance and Service levels during the first 90 calendar-day period after the Service Commencement Date (see Section 4.3.3).
- 4.2.7 Upon the Canada's acceptance of the Contractor's Transition-In and OAS Solution Project Phase Plan, the Contractor must implement the Plan.
- a) During this process the Contractor must communicate regularly with the GCSurplus Project Authority (or designate) and meet with the GCSurplus Project Authority (or designate) on a weekly or biweekly basis as agreed upon in the Contractor's Transition-In and OAS Solution Project Phase Plan to review the status of the activities for which the Contractor is responsible and coordinate mutual efforts by Canada and the Contractor.
 - b) In addition, no less than monthly, the Contractor must provide a written report (Project Coordination Status Update Report) which must include a description of any risks, issues or obstacles to meeting the scheduled timelines that have arisen in the period since the previous report and any ongoing concerns and corrective actions taken, support requested from Canada and related considerations. The Contractor must present this information in a review session, at the request of the GCSurplus Project Authority (or designate).

4.2.8 Preparation of the OAS Solution Environments and Publicly Accessible Internet Site

- a) The Contractor must prepare the physical, network, hardware and software infrastructure necessary to securely host and provide reliable access to the web-accessible OAS Solution and its associated public facing GCSurplus.ca website, for both a primary and secondary (providing 100% failover and redundancy) instance of the following environments (accessible to GCSurplus), at a minimum:
 - i. User Acceptance Testing (UAT) OAS Solution Environment - for use by GCSurplus as a pre-Production staging and testing environment.
 - ii. Production Mirror (Training) – for use by GCSurplus as part of OAS Solution training.
 - iii. Production – for on-going use by GCSurplus users, Client users, Customer users, and members of the public (as applicable).
- b) The GCSurplus.ca website URL will be owned and registered by Canada. Canada will make the URL accessible to the Contractor for the provision of services to host, operate, maintain and support the GCSurplus.ca OAS System for the duration of the Contract.
- c) The Contractor must make its own determination of the physical, network, hardware and software infrastructure required to satisfy the Performance and Service requirements established in Section SW9.0.
- d) In addition, the Contractor is responsible for ensuring the preparation of its own internal development and test environment(s) necessary to develop, configure and prepare the OAS Solution.
- e) The Contractor's OAS Solution hosting and work site(s) must conform to the technical and security requirements specified in Appendix 1 to Annex A (SOR) and must be deemed acceptable by Canada prior to the commencement of any content (data) migration to the Contractor's OAS Solution.

4.2.9 Developing (Configuring) the OAS Solution and Publicly Accessible Internet Site

- a) The Contractor must configure its identified, commercially available technology solution to meet GCSurplus' specified business and functional requirements.
 - i. In addition to configuration services, GCSurplus anticipates that the Contractor must perform some basic development work in order to meet all of GCSurplus' specified business and functional requirements (e.g. surplus asset specific risk-matrix driven business rules). However, given the highly configurable nature of available COTS products, the development portion is not anticipated to be a major component of the delivered functionality.
- b) When launched for use, the initial implementation of the OAS Solution must fully comply with the **Required functionality of the OAS Solution** (identified as "Mandatory at go-live" as described within Appendix 1 to Annex A) and any additional functionality of the OAS Solution (for example, future required or optional functionalities, as described within Appendix 1 to Annex A) that are mutually agreed upon between Canada and the Contractor to be included and functional in the initial implementation of the OAS Solution as of the Service Commencement Date.

4.2.10 Developing Data Exchange and Integration(s)

- a) The Contractor must configure the OAS Solution to provide the secure exchange of data with PWGSC Financial System (SIGMA) and the Customer Information System (CIS) (referred to as "companion systems" as further described in the Attachment 2 to Annex A - SOW).

- i. The Contractor's OAS Solution must be configured to post financial data to the PWGSC corporate Financial System (SIGMA).
- ii. The federal consignees and departments records currently used in GCSurplus' legacy system CASS2000 are maintained from another application within PWGSC and the information comes from the CIS database. The Contractor's OAS Solution must be configured to receive a secure file transfer of updated data from the CIS database on a daily basis to integrate any new consignees or departments that has been modified or created in CIS.
- iii. As the above systems reside within the PWGSC firewall, data exchange must be conducted by secure FTP file transfer.
- b) The Contractor's OAS Solution must securely interface with Canada's third party payment processor, to securely collect, process, and settle all purchase transactions in accordance with all applicable financial industry standards.
 - i. The Contractor must conduct interface development, testing and certification.
 - ii. The interface must ensure that funds are deposited in Canadian Dollars in Canada's bank account nightly.
 - iii. The interface must ensure that the user experience to remit payment is seamless and that no credit card information is retained within the Contractor's OAS Solution.

4.2.11 GCSurplus Content Migration

- a) At a minimum, the Contractor must make available within the OAS Solution all GCSurplus content relating to all active sales records (i.e. in progress sales) and user account profiles at the Service Commencement date, in order to maintain continuity for these transactions and users and ensure a seamless transition for all active users currently within the GCSurplus legacy applications.
- b) In addition, a subset of archived sales records (closed sales) representing the previous six (6) months of sales history from the Service Commencement date must also be migrated and retained within the OAS Solution accessible by GCSurplus.
- c) Any requirement for migration of historical GCSurplus content beyond what is indicated above will be addressed by the TA process.
- d) Refer to the volumetric data provided within Appendix to Annex G for information on the number of clients and active user account profiles that will need to be migrated to the new solution.
- e) In order to populate the OAS Solution with the core legacy dataset that must be transferred to the new OAS Solution before it becomes available for use (i.e. User account profiles and data and documentation pertaining to active and pre-identified system records), the Contractor must work with GCSurplus to establish the **Content Migration Strategy and Plan**, including:
 - i. **Extraction** - Identifying and selecting the most appropriate and efficient methods and tools (with minimum manual intervention) to extract content from key sources of GCSurplus legacy systems;
 - ii. **Transformation** - Re-purposing and manipulation of system records and User account profile content to add additional value and meet current business requirements.
 - iii. **Auditing** – Provision of audit and reporting throughout the process, thereby ensuring accountability, tracking and content chain of custody (to support future audits and reviews).
 - iv. **Indexing** - Creating any additional indexes for enrichment, searchability and performance enhancement.
 - v. **Loading** - Loading of documents, tags and resources into the Contractor's OAS Solution while ensuring that fidelity (i.e. data integrity and accuracy) and accessibility are maintained.

- f) To support the Contractor in the performance of these content migration activities (as described above), GCSurplus will perform analysis and understanding of current GCSurplus legacy systems, the types of data and files contained within them, and how these are used by current business applications, including the following activities:
 - i. Identifying system records and User account profiles targeted for migration;
 - ii. Cleaning GCSurplus information (e.g. eliminate transitory information, duplication, etc.).
- g) The Contractor must provide detailed information to GCSurplus regarding the Content Migration Strategy Plan and provide a recommended schedule to be implemented in order to complete the content migration according to the timeline identified in the Transition-In and OAS Project Phase Plan (see Section 4.2.6).

4.2.12 **OAS Solution User Documentation and Training Delivery Services for GCSurplus Users**

- a) The Contractor must provide “train the trainer” training to GCSurplus users on the full functionality of the OAS solution appropriate to all GCSurplus user roles.
 - i. Training must use the OAS Solution Production mirror (Training) environment for demonstration and tutorial purposes.
 - ii. The OAS Solution Production mirror (Training) environment must be populated with “test” or anonymous data, based on GCSurplus’ migrated content to facilitate the training sessions.
- b) The Contractor’s training to GCSurplus must fully equip GCSurplus “trainers” to train other GCSurplus users in the functionality of the OAS solution appropriate to each type of GCSurplus user role and must assist in internal take-up of the OAS solution.
- c) In addition, the Contractor must provide training to GCSurplus System Administrator users in all administrative functionality of the solution as well as provide an overview of Client and Customer user functionality adequate to enable GCSurplus system administrator users to triage, re-direct, handle and escalate, as appropriate, any Client and Customer inquiries on the OAS Solution.
- d) The Contractor must provide softcopy training material for its OAS Solution (in English and French) including at a minimum:
 - i. Administration user guides and Operational manuals for GCSurplus System Administration users.
 - ii. User guides for non-technical business users in the following GCSurplus user roles: Sales Officers, Sales Representatives, Warehouse Coordinators, QA/QC, Audit, and Finance.
- e) The Contractor must attend and lead in-person training sessions to train GCSurplus System Administration users and GCSurplus “trainers” to be held at a central location in the National Capital Region (NCR). It is anticipated up to fifteen (15) persons will be trained as GCSurplus System Administration users and eight (8) persons will be trained as GCSurplus “trainers”.
- f) At GCSurplus’ option, the Contractor must deliver in-person training sessions to train GCSurplus users at any one (1) or more of GCSurplus’ nine (9) Regional Sales Centres. Any requirement for the delivery of in-person training sessions at GCSurplus’ Regional Sales Centres and associated costs will be identified by Canada in a Task Authorization.

4.2.13 **OAS Solution User Documentation and Online Training for Client Users**

- a) The Contractor must provide softcopy user guides for non-technical Client users of its OAS Solution (in English and French) and on-line learning materials accessible through the OAS Solution that fully equip Client users to access and employ all Client functionality in the OAS Solution.

4.2.14 **OAS Solution User Documentation and Guidance for Customer Users and the general public**

- a) The Contractor must provide on the OAS Solution public-facing website for GCSurplus.ca electronic guidance materials (e.g. how to's, FAQs, etc.) in English and French that easily enables non-technical Customer users and members of the general public to browse, search and view Sales Listings and notices, and to easily access and register for a Customer Account with GCSurplus.ca.
- b) The Contractor must provide within the Customer user interface of the OAS Solution (in English and French) electronic guidance materials (e.g. how to's, FAQs, etc.) in English and French that fully equip non-technical Customer users to access and employ all Customer functionality in the OAS Solution.

4.2.15 **OAS Solution User Documentation Content and Updates**

- a) The Contractor must ensure that Solution User Documentation provided reflects those OAS Solution functions, features, capabilities and processes associated with the OAS Solution implementation, including any customized features implemented specifically for GCSurplus.ca.

4.2.16 **Testing**

- a) The Contractor's test environment must be populated with "test" or anonymous data, based on GCSurplus' migrated content to facilitate the testing process.
- b) The Contractor must develop an integrated **Test Package** in order to demonstrate correct OAS Solution functionality. The Test Package must address the following test requirements:
 - i. **Unit Testing:** with test cases created by the Contractor and testing conducted by the Contractor;
 - ii. **Integration Testing:** with test cases created by the Contractor with support from GCSurplus as required and testing conducted by the Contractor;
 - iii. **System Testing:** with test cases created by the Contractor and testing conducted by the Contractor;
 - iv. **Regression Testing:** with a set of test cases previously created by the Contractor and testing conducted by the Contractor;
 - v. **Service Level Testing:** with test cases providing performance metrics created by the Contractor and testing conducted by GCSurplus;
 - vi. **Acceptance Testing:** with test cases created by the Contractor with GCSurplus support and testing conducted by GCSurplus.
- c) The Contractor must perform all necessary testing on all interfaces of the OAS Solution (in both languages, English and French) to confirm completion and satisfactory operation of all OAS Required Functionality of the OAS Solution, all future functionality of the OAS Solution to be implemented as of the Service Commencement Date and GoC companion system(s) interfaces or data exchange.
- d) The Contractor must conduct verification and system acceptance testing on each component of the OAS Solution, as well as Quality Assurance Testing, prior to release to GCSurplus users, ensuring the OAS Solution works as required.
 - i. Development testing must be conducted within the Contractor's development environment.
- e) User Acceptance Testing (UAT) will be conducted in the Contractor's provided UAT environment, and deployment to production will be dependent on UAT sign-off by the GCSurplus Project Authority

- f) Successful demonstration (and Canada's acceptance) of all OAS Required Functionality of the OAS Solution, all future functionality of the OAS Solution to be implemented as of the Service Commencement Date is required prior to initiation of OAS Solution usage in a Production environment by Canada. The Contractor must arrange a suitable time for formal GCSurplus UAT of the OAS Solution; in accordance with the timelines identified in the Transition-In and OAS Solution Project Phase Plan (see Section 4.2.6 above).
 - i. Any noted discrepancies during this user acceptance testing process must be documented and corrected by the Contractor.
 - ii. Formal written acceptance and sign-off of the OAS Solution by the GCSurplus Project Authority is required prior to the **Service Commencement Date**.

4.2.17 **Service Commencement Date**

- a) Once the OAS Solution is functioning in the production environment, as accepted by the GCSurplus Project Authority or designate, including all technical and functional requirements confirmed for implementation prior to the Service Commencement Date, the GCSurplus Project Authority or designate will provide a final acceptance sign-off which will signal the initiation of cut-over between Phase 1 and Phase 2 and will be considered the **Service Commencement Date**.

4.3 **Phase 2: OAS Solution Operational Phase**

4.3.1 Following the Service Commencement Date of the OAS Solution, the Contractor must provide on-going operation, hosting, maintenance, support, back-up and disaster recovery services for its secure web-based OAS Solution (as described in Section 4.3.4) during the initial period of the Contract, and any extension approved by Canada.

4.3.2 The Contractor must guarantee the continuity of the OAS Solution over the duration of the Contract and any extension approved by Canada, or the period of any warranty(ies) or guarantee(s), whichever is later, of the OAS Solution features, functions and capabilities.

4.3.3 **OAS Solution Review and Adjustment Period**

- a) The "OAS Solution Review and Adjustment Period" is a period of 90 calendar days, commencing on the date of formal written acceptance and sign-off of the OAS Solution by the GCSurplus Project Authority or designate, on or before the Service Commencement Date.
- b) During the OAS Solution Review and Adjustment Period, Canada will require a "production freeze" on the OAS Solution, such that only critical updates will be implemented on an as-required basis. All implemented updates during this period must be reported to the GCSurplus Project Authority (or designate), in advance of their implementation by the Contractor.
- c) During the OAS Solution Review and Adjustment Period, if Canada notifies the Contractor in writing of any failure of the OAS Solution to perform in accordance with the functionalities of the OAS Solution required as of the Service Commencement Date and those desirable functionalities agreed upon between Canada and the Contractor to be functional within the OAS Solution as of the Service Commencement Date (as identified in Appendix 1 to Annex A), the Contractor must, as soon as possible in accordance with the timeframes identified in Section 9.11, provide, at no additional charge to Canada, corrections to the OAS Solution.
- d) During the OAS Solution Review and Adjustment Period, the Contractor must:
 - i. Meet with the GCSurplus Project Authority or designate on a weekly or bi-weekly basis (as mutually agreed upon between Canada and the Contractor) to review the performance of the OAS Solution and the Contractor's ability to provide the OAS Solution in a manner that consistently meets or exceeds all Performance and Service requirements as identified in Section SW 9.0, and to identify issues and formulate solutions acceptable to Canada. Following agreement by Canada, the Contractor must implement any accepted solutions to identified issues.

- ii. At each meeting, the Contractor must report on the volume of OAS Solution usage, volume of hits on the public-facing website and all web-accessible interfaces, resource levels and performance against all Performance and Service requirements (as identified in Section SW 9.0) including any shortfalls, progress or regression from the previous reporting period and plans proposed, and implemented by the Contractor to achieve the Performance and Service requirements.
- iii. Prior to the end of this 90 calendar day period, the Contractor must meet with the Department Project Authority or his/her designate to review the Contractor's performance over the entire OAS Solution Review and Adjustment Period against the Performance and Service requirements (as identified in Section 9.0). Based on this review session and performance assessment, the GCSurplus Project Authority or designate may authorize adjustment of the Performance and Service requirements or the fees associated with the OAS Solution (as identified in Annex B – Basis of Payment) as deemed necessary by Canada. Only adjustments to the fees that would support upgrades to hardware components or increased network connectivity speeds will be considered.
- iv. Any such changes to Performance and Service requirements or fees may only be exercised by the Contracting Authority, and will be evidenced through a formal Contract Amendment. Notwithstanding the preceding sentence, in the event of any dispute between the Contractor and Canada with respect to the need for changes to Performance and Service requirements or fees at the conclusion of this 90 calendar day period, the matter will be referred to a mutually acceptable Alternative Dispute Resolution mechanism for binding resolution.
- e) By the conclusion of the OAS Solution Review and Adjustment Period, subject to Canada's written approval, the Contractor must provide on-going Operation, Hosting, Maintenance, Back-up and Disaster Recovery and Support Services for the OAS Solution in a manner that meets or exceeds all Performance and Service requirements (as identified in Section SW9.0).

4.3.4 **On-going Operation, Hosting, Maintenance, Back-up and Disaster Recovery Services**

- a) The Contractor's solution must align its security standards and operational procedures with those outlined in the Treasury Board Operational Security Standard: Management of Information Technology Security (MITS) (refer to Attachment 1 to Annex A for a link to the applicable document).
- b) The Contractor must host, maintain, update and support the OAS Solution, including the public-facing website, web-accessible interface(s), all associated database(s), and the internal hardware and network facilities, to meet or exceed the OAS Solution performance requirements, in accordance with the Performance and Service requirements (as detailed in Section SW9.0), including providing at a minimum:
 - i. all support, updates and upgrades for any licensed software underlying the OAS Solution, for the period of use.
 - ii. all support, updates and upgrades for the Contractor's operating system on which the OAS Solution is running.
 - iii. all network accessibility, hardware and infrastructure-related support services, including 100% redundancy, failover and back-up to ensure the continuity of services in the event of infrastructure or equipment failure.
 - iv. all data storage and management services, including backups of the hosting platform, OAS Solution configuration and the data stored within any component databases, for the purposes of disaster recovery and continuity of services in the event of software error or equipment failure.
- c) The Contractor must schedule any updates and fixes, as required, to correct any identified errors that do not negatively impact the overall operation of the OAS Solution (i.e. Severity levels 3 or 4, as described in Section 9.10) outside of the Core Hours of operation of the OAS Solution (as defined in Section 3.6).

- d) The Contractor must immediately implement emergency fixes, as required, to correct any identified errors that negatively impact the overall operation of the OAS Solution (i.e. Severity levels 1 or 2, as described in Section 9.10).
- e) The Contractor must schedule any planned maintenance and upgrades that might conceivably impact Canada's ability to use the OAS Solution so as to occur outside of Core Hours and whenever possible, outside of anticipated peak usage periods of the OAS Solution by Canada.
- f) The Contractor must maintain change management control information for the OAS Solution (including source code and documentation) through the use of an industry standard source code control system that links to the affected documentation.
- g) The Contractor must ensure that all data in its OAS Solution is protected by multi-layered physical and network security measures, including but not limited to locks, cameras, firewalls, and specialized security tools.
- h) The Contractor must detect, eradicate, and protect against malicious code such as viruses, Trojan horses, and network worms.
- i) The Contractor must install, use and regularly update antivirus software and conduct malicious code scans on all electronic files from external systems. The Contractor should implement antivirus detection software at several points in the infrastructure including its servers, and network entry points.
- j) The Contractor must provide Canada with access, upon Canada's request, to the Contractor's secure hosting site(s) during the initial Contract period and any extension approved by Canada.
- k) The reliability and availability of the OAS solution will be critical to Canada's ability to support the surplus asset sales cycle. Failure of any component of the solution such as software, servers or network connections will have an immediate negative impact on the day to day operations within GCSurplus.
- l) The Contractor must adhere to the performance standards for recovery of the OAS solution in the event of a major service disruption or disaster, as described within Section SW9.0.
 - i. The Contractor should test its disaster recovery procedures at least once a year to evaluate emergency procedures and provisions for hardware, applications, networks, recovery sites, workspace, staffing, and connectivity to Canada's network and end-users. Tests can include scheduled alternate site testing, walkthroughs, simulations, and automated tests.
- m) The Contractor must ensure back-up copies of essential business information and software are taken regularly. The Contractor must provide adequate back-up facilities to ensure that all essential business information and software could be recovered following a disaster or media failure. Back-up arrangements for the Contractor's systems used in the performance of services under this Contract should be regularly tested to ensure that they meet the requirements of business continuity plans.

4.3.5 OAS Maintenance and Upgrade Planning

- a) The Contractor must establish, maintain and implement a written **OAS Solution Maintenance and Upgrade Plan**, as accepted by Canada, to maintain the technological currency and seamless operation of the OAS Solution and all underlying software, hardware and network infrastructure, and to implement, test and release any additional functionality required or optional in the OAS Solution by Canada (refer to Appendix 1 to Annex A) that was deferred by Canada for implementation after the Service Commencement Date.
- b) The Contractor must submit the OAS Solution Maintenance and Upgrade Plan to the GCSurplus Project Authority (or designate), and must present its contents in a general meeting forum.
- c) The Contractor must include within the OAS Solution Maintenance and Upgrade Plan the following topics, at a minimum:

- i. A summary of the OAS Solution usage and service level metrics for the previous operational period;
 - ii. The status and timing of any planned maintenance or upgrades to the Contractor's infrastructure, the software on the Contractor's hosting platform or to the OAS Solution itself (e.g. service packs/upgrades) for the next operational period.
 - iii. A review of the Contractor's verification of the backed up OAS Solution information and its ability to test successful recovery with this information.
- d) The OAS Solution Maintenance and Upgrade Plan must provide an identification of changes (upwards or downwards) to monitored metrics of Performance over Performance achieved in the previous operational period.

4.3.6 Support Services

- a) The Contractor must provide bilingual first, second and third line technical support for the OAS Solution for the general public, Customer and GoC users of the OAS Solution.
- b) The Contractor must provide bilingual first line functional support for the OAS Solution and respond to queries on how to use the OAS Solution for the general public, Customer and GoC users of the OAS Solution. The Contractor must refer second and third line functional support inquiries to GCSurplus personnel (as identified by Canada) for resolution.
 - i. The Contractor must work with Canada to establish appropriate procedures, telephone scripts and protocols for identifying and responding to first line functional questions and for escalating second and third line functional questions received by its OAS Solution support personnel to GCSurplus personnel. The Contractor must develop and adjust (as necessary) all scripts to be used by Contractor personnel. Any scripts, protocols and procedures developed by the Contractor are subject to approval by Canada prior to their being put into use.
 - ii. GCSurplus will provide internal support for support requests related to the correct implementation of GoC activities in the surplus asset sales cycle.
- c) The Contractor must provide a timely and effective solution to any OAS Solution problems identified by Canada through the provision of OAS Solution support.
- d) The Contractor must provide support services for its hosting environment and related infrastructure for the duration of the Contract.
- e) The Contractor must use an industry standard issue tracking system for technical support requests, first line and misdirected second and third line functional support requests and error reports.
- f) Canada reserves the right to require access to the Contractor's issue tracking system for the purposes of logging bugs, inquiring on bug status and requesting bug reports, as well as tracking the implementation status of any requested features.
- g) In the event that Canada discovers a problem with the OAS Solution, the GCSurplus Project Authority or designate will inform the Contractor by phone or e-mail, in a timely manner.
 - i. The Contractor may request additional information in the form of error codes, software code, or any other relevant information required to develop a solution to the identified problem, and the GCSurplus Project Authority or designate will ensure such information as is relevant to the provision of the solution is supplied to the Contractor in a timely manner.
 - ii. In developing the solution, the Contractor must regularly communicate progress to the Project Authority or his/her designate, in accordance.
- h) In the event the Contractor discovers a need for a patch, bug fix, or other modification to the OAS Solution software that might reasonably interfere with usage of the system during Core Hours of

operation (as described in Section 3.6), the Contractor must communicate such need to the GCSurplus Project Authority or his/her designate.

- i. Canada will indicate to the Contractor its preferred timing for the implementation of any priority patches that cannot reasonably be delayed to outside of Core Hours (e.g. for security reasons).

4.3.7 **OAS Solution Documentation and Training**

- a) The Contractor must maintain the currency of all softcopy guidance materials and user guides for the OAS Solution and must publish updated softcopy guidance for all Users incorporating any changes to existing features, functions, capabilities and processes as they are modified in the OAS Solution implementation as a result of Contractor fixes, patches, upgrades and new releases.

4.3.8 **On-going OAS Solution, Service and Contract Review Meetings**

- a) Following the initial 90 calendar day OAS Solution Review and Adjustment Period, the Contractor must attend monthly **OAS Solution, Service and Contract Review Meetings** with the GCSurplus Project Authority or designate to review and discuss:
 - i. Any active Tasks to confirm their status.
 - ii. Day-to-day operations of the Contractor's service delivery to the Department.
 - iii. Any changes to operational procedures.
 - iv. Any changes to management processes.
 - v. Any upcoming requirements for value-added services or OAS Solution Enhancements in advance of the issuance of a TA Form.
 - vi. Review Sales Listing performance (e.g. # of unique views, # of bids, value of sales) and forecasts.
 - vii. Review forecasts of the Department's ongoing requirements for OAS Solution Operational Phase Services.
- b) In preparation for the monthly OAS Solution, Service and Contract Review Meetings, the Contractor must prepare and submit the following reports to the GCSurplus Project Authority or designate:
 - i. **Usage and Problem Status Report:** This report must include at a minimum:
 - The number of active user logins, both in total and sub-totalled by user-type.
 - The number of users accessing the OAS Solution within the previous period, both in total and sub-totalled by user-type.
 - The total number of inquiries made to the Contractor for OAS Solution support by type (i.e. technical or functional) and by category (e.g. bug reports, failed login, etc.).
 - The status (resolved/unresolved/on hold) for each support inquiry received.
 - ii. **Performance and Service Requirements Report:** This report must include, at a minimum, a record of the OAS Solution and Contractor's performance against the Performance and Service requirements identified in Section SW9.0, including:
 - OAS Solution availability and measured Solution performance and response times.
 - Scheduled maintenance periods.
 - Unscheduled maintenance/patches/fixes.
 - Any interruptions to the system availability within the Core Hours of service (as per Section 9.9.4).

- The report must also provide identification and explanation of any deficiencies identified, provide suggested plans for their correction, as well as an identification of changes (upwards or downwards) from previous Performance and Service achieved.

4.4 **Phase 3: OAS Solution Transition-Out Phase**

- 4.4.1 At a point at least twelve (12) calendar months prior to the end of the Contract (or any extension thereof), upon notice from the GCSurplus Project Authority or his/her designate, the Transition-Out Phase of the Contract will begin.
- 4.4.2 During the Transition-Out Phase the Contractor must work collaboratively and in good faith with Canada and any third party(ies) identified by Canada (if applicable) in the effective and timely transition from the delivery of services by the Contractor to the delivery of services by Canada or Canada's identified third party(ies) [hereinafter referred to as "the Successor"].
- 4.4.3 Within 30 business days of Canada's issued TA request, the Contractor must develop a Transition-Out Plan, which must include a strategy to efficiently and effectively transfer all Contract activities from the Contractor to the successor, without service disruptions to Canada (GCSurplus and Clients), Customers or the general public.
- The Transition-Out Plan must be approved in writing by the GCSurplus Project Authority prior to its implementation by Contractor.
 - The Transition-Out period of operations must begin no later than nine (9) calendar months before the expiration date of the contract, and ends on the Service Commencement date of the Successor.
 - Upon acceptance by Canada, the Contractor must implement the Transition-Out Plan.
 - The Contractor must report to GCSurplus on a scheduled basis as outlined in the approved Transition-Out Plan (or as-requested by the GCSurplus Project Authority or his/her designate), the status of the Transition-Out Plan activities for which the Contractor is responsible, issues or obstacles to meeting the schedule time lines and corrective actions taken.
- 4.4.4 During the Transition-Out Phase, up to the expiration date of the Contract, the Contractor must maintain on-going Operational Services for the OAS Solution (as described in Section 4.3.3 and in compliance with the performance requirements identified in Section SW9.0), and must transfer data, documentation and any other required items to the Successor, as specified by the GCSurplus Project Authority in a timely and secure manner.
- 4.4.5 Content to be transferred is anticipated to include, but is not limited to, the following:
- OAS Solution database contents and schemas;
 - GCSurplus files (e.g. images, documents, etc.), as stored within the Contractor's hosted solution;
 - OAS Solution configurations and development; and
 - OAS Solution User account profile information.
- 4.4.6 Canada will be responsible for verifying the completion of all contractual requirements and for reviewing all data, documentation and any other required items returned or transferred by the Contractor. GCSurplus will notify the Contractor of where and when the data, documentation and any other required items are to be returned or transferred.

4.5 Optional Services - OAS Solution Enhancements

- 4.5.1 In addition to the core Contract work undertaken by the Contractor (as defined in Sections 4.2-4.4), as required over the duration of the contract, OAS Solution review session(s) may be requested by Canada or the Contractor to review GCSurplus' business and functional requirements and business rules to determine the benefit of any additional configuration or development services for:
- a) additional integration or interfacing with GoC companion systems to the OAS Solution; or
 - b) additional application functionality beyond the set of functionality implemented in the OAS solution as of the Service Commencement Date and following the conclusion of the OAS Solution Review and Adjustment Period (refer to Appendix 1 to Annex A); or
 - c) additional features, functionality, capabilities and processes which may become available in the Contractor's OAS Solution overtime or would be of benefit to implement for Canada.
- 4.5.2 OAS Solution Enhancements could include implementation of additional "desirable" business functionalities not implemented within the OAS Solution as of the Service Commencement Date (see Appendix 1 to Annex A), or additional business lines to support existing and potential new Client and Customer bases. The latter could include, but are not limited to:
- a) **Implementation of workflow and functionality for negotiated sales of surplus assets:** As authorized by Canada, the Contractor must define, develop, test and implement the business functionality and associated solution configuration(s), customization(s) and integration(s) or interface(s) required to provide functionality for GCSurplus users and Client users to define, declare and dispose of surplus assets which are managed via negotiated sales (e.g. sales to not for profit organizations, etc.). This functionality is anticipated to be designed in a manner that would limit views and bidding on a published Sales Listing to a defined subset of Customer users of the OAS Solution for a period of time. In the event the item is not sold, it is anticipated that the Sales Listing would then be open to bidding by the general public. This functionality is anticipated to include providing the transfer of funds (e.g. Payment) between organizations.
 - b) **Implementation of workflow and functionality for donation (transfer) of surplus assets:** As authorized by Canada, the Contractor must define, develop, test and implement the business functionality and associated solution configuration(s), customization(s) and integration(s) or interface(s) required to provide functionality for GCSurplus users and Client users to define, declare and dispose of surplus assets which are managed via donation of assets to other institutions.
 - c) **Implementation of workflow and functionality for Gift Certificate Sales:** As authorized by Canada, the Contractor must define, develop, test and implement the business functionality and associated solution configuration(s), customization(s) and integration(s) or interface(s) required to provide functionality for selling Gift Certificates for GCSurplus.ca purchases (e.g. as a credit in a registered Customer's account).
 - d) Addition of functionality and data exchange to provide functionality to use an additional third party payment processor (e.g. PayPal, etc.).
 - e) Implementation of functionality to support broader internet "search engine range" for GCSurplus Sales Listings to enhance visibility, page views, volume of bids and sales.
 - f) **Implementation of workflow and functionality for advanced business rules:** As authorized by Canada, the Contractor must define, develop, test and implement the business functionality and associated solution configuration(s), customization(s) and integration(s) or interface(s) required to provide functionality for GCSurplus users to choose to option further action(s) in the solution based on the identified "flag" set on Commodity and Item types.
- 4.5.3 Upon confirmation by Canada of an enhancement to the functionality of GCSurplus.ca, no later than 10 business days following the Solution review session, the Contractor must submit for GCSurplus approval, a comprehensive Solution Enhancement Plan. The Solution Enhancement

Plan must present in chronological order, the detailed description of each action item the Contractor must complete, including the following activities:

- a) Providing, if requested by the GCSurplus Project Authority (or designate):
 - i. A prioritization of the additional features and functionality of the OAS Solution (as identified above), vis-à-vis what could be accomplished within Canada's available timeline and budget.
 - ii. Related advice and recommendations on possible alternative approaches to business processes, based on the Contractor's familiarity with the technologies employed.
- b) Developing the specified "enhanced" OAS Solution in the required environments (UAT, Production Mirror and Production).
- c) Developing testing strategy(ies) and acceptance testing scripts/plans, to obtain Canada's sign-off on the "enhanced" OAS Solution. *(Note testing must address both Official Languages)*.
- d) Confirming timelines for the delivery of any additional required training (as identified by Canada) reflecting any changes as a result of OAS Solution Enhancements.
- e) Providing updated OAS Solution documentation reflecting any changes as a result of OAS Solution Enhancements.

4.5.4 Approval to proceed with identified OAS Solution Enhancements may be optioned by Canada by means of the issuance of a Task Authorization (TA) Form specifying the scope of work and timelines for completion, according to the TA Procedures as described in Part 7 of this RFP (Resulting Contract Clauses).

4.6 **Optional Professional Services Supports**

4.6.1 In addition to the core Contract work undertaken by the Contractor (as defined in Sections 4.2-4.4), as required over the duration of the contract the Contractor must provide Professional Services below, as and when requested by Canada, observing the Task Authorization (T.A.) procedures described on the Part 7 of this bid solicitation – Resulting Contract Clauses, in relation to the following contemplated activities:

- a) consultation services to review existing and emerging "to-be" business processes and, where applicable, suggest alternate approaches to further leverage the native abilities of the selected COTS OAS solution;
- b) management of on-going change, organizational readiness and organizational development activities to transition IT and business staff to conduct their business using the OAS solution technology and associated business processes;
- c) additional content migration services;
- d) additional OAS configuration and/or development services;
- e) additional companion systems integration services;
- f) additional OAS-specific training support services; and
- g) consultation and related services to enhance the visibility and market potential of GCSurplus.ca and its sales offerings, with the potential for mutual benefit.

4.6.2 Unforeseen work may be required at the discretion of Canada. The Contractor must provide these additional Professional Services observed the Task Authorization (T.A.) procedures described on Part 7 – Resulting Contract. The prices negotiated and agreed upon by the parties for unforeseen work will be subject to the price certification procedures, profit policies and other applicable policies as per Canada's Contracting Regulations.

SW5.0 DELIVERABLES

5.1 The Contractor must submit to the GCSurplus Project Authority or designate all deliverables/services as specified in each Contract Phase.

5.2 **Milestones and Dates**

5.2.1 ***Canada requires the commencement of the OAS Solution into full Operation in the production environment no later than 18 calendar months following Contract Award (Service Commencement Date).***

5.2.2 Specific deliverables and service requirements including the following:

Deliverable	Schedule
Phase 1 OAS Solution Project Phase	
Project Kickoff (Meeting and Report)	Tbd – following Contract Award
OAS Solution Requirements Review and Clarification Sessions	Tbd – following Contract Award
Revised Transition-In and OAS Solution Project Phase Plan	Within 30 calendar days following Contract Award
Change Control Process	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan
Prepare OAS Solution Environments and Publicly Accessible Internet Site	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan
Content Migration Strategy Plan	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan
Migration of all Department's Active and Pre-Identified System Records, Content and User Account Profiles	In accordance with the Content Migration Strategy Plan
OAS Solution documentation and training	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan
Configured OAS Solution to meet minimum functional OAS Solution requirements and agreed upon desirable requirements	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan
Final Acceptance Testing and Department Sign-Off of Functional OAS Solution Populated with Migrated Data	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan
Phase 2 OAS Solution Operational Phase	
Service Commencement Date GCSurplus.ca implementation of the OAS Solution Production Environment Containing Canada Accepted functional OAS Solution requirements (as described in Appendix 1 to Annex A) Populated with Migrated Data based on the Department's Migrated Content	In accordance with the Transition-In and OAS Solution Project Phase Plan (No later than 18 months following Contract Award (Service Commencement Date))

Deliverable	Schedule
OAS Solution software Warranty Period	In Accordance with the Revised Transition-In and OAS Solution Project Phase Plan (90 calendar days after Canada's Acceptance and sign-off of the OAS Solution)
Contractor report on its performance against KPIs (in accordance with SW10.0 and Annex B	Quarterly, following the first 90 days in which the OAS Solution is operational.
Review meeting with GCSurplus on performance of the contract against the KPIs, performance benchmarks and any performance targets established for the previous contract fiscal year and identify eligibility of the Contractor to receive any contract incentive payments AND previous fiscal year's performance including review, discussion and confirmation of KPIs, performance benchmarks, performance targets and any contract incentives to be incorporated into the contract for the then current fiscal year.	Annually, following the first 90 days in which the OAS Solution is operational.
Ongoing OAS Operation, Hosting, Maintenance, Backup and Disaster Recovery and Support Services (as per Performance and Service requirements)	On-going
OAS System Maintenance and Upgrade Plan (Including Backup and Recovery Review) Meeting and Report	As agreed upon between Canada and the Contractor during Phase1 or as Requested by the Project Authority or Designate
OAS Solution, Service and Contract Review – including: <ul style="list-style-type: none"> - Usage and Problem Status Report - Performance and Service Requirements Report 	Monthly, within five (5) calendar days of the end of the previous month, or as Requested by the Project Authority or Designate
Updated OAS Solution Documentation and Training	As required
Phase 3 – OAS Solution Transition-Out Phase	
OAS Transition-Out Plan	30 Business Days of Request by Project Authority or Designate or twelve (12) months Prior to End of Contract; via TA Form
Transition-Out Plan Activity Status Meeting and Report	As determined in the OAS Transition-Out Plan or as Requested by the Project Authority or Designate
Transfer Contract Activities and OAS Content Intellectual Property (IP) to Successor	In accordance with the OAS Transition-Out Plan (must begin no later than nine (9) Calendar months Prior to End of Contract)
Optional Services (during any phase)	
Consultation services to review existing and “to-be” business processes and, where applicable, suggest alternate approaches to leverage the native abilities of the selected products	As requested by the GCSurplus Project Authority or Designate, via TA Form

Deliverable	Schedule
Management of change, organizational readiness and organizational development activities to transition GoC IT and business staff	As requested by the GCSurplus Project Authority or Designate, via TA Form
Additional content migration services	As requested by the GCSurplus Project Authority or Designate, via TA Form
Additional GCSurplus.ca-specific training support services, including training material adaptation and customization and additional training delivery sessions.	As requested by the GCSurplus Project Authority or Designate, via TA Form
Consultation and related services to enhance the visibility and market potential of GCSurplus.ca.	As requested by the GCSurplus Project Authority or Designate, via TA Form
OAS Solution Business and Technical Requirements Solution Review Session(s)	As requested
Solution Enhancement Plan(s)	Within 10 business days following the Solution Review Session
Enhanced Solution and testing strategies, scripts and plans	In accordance with the approved Solution Enhancement Plan
Updated OAS Solution training materials	In accordance with the approved Solution Enhancement Plan
Updated Solution Documentation	In accordance with the approved Solution Enhancement Plan
Contractor OAS Software and Hosting Support (if applicable - including enhanced functionality)	In accordance with the approved Solution Enhancement Plan

5.3 Deliverable Format

- 5.3.1 It is the responsibility of the Contractor to ensure that all reports and document-based deliverables under this Contract are provided in a format compatible with GCSurplus' standard desktop processing software, currently, Microsoft Office Suite (Word, Excel, Outlook and PowerPoint) version 2007 or newer.
- 5.3.2 Any diagrams or related documents (e.g. workflow diagrams, etc) provided by the Contractor are to be compatible with applicable the Department's standard software including Microsoft Office Visio version 2007 or newer.
- 5.3.3 System documentation such as administrator guides and operational manuals must be provided in MS Word .doc or .docx format.
- 5.3.4 Transfer of all the Department content back from Contractor systems must in an electronic medium compatible with the Department's electronic systems.

5.4 Deliverable Acceptance

- 5.4.1 In meeting its obligations under the Contract, the Contractor must ensure that all deliverables submitted and services rendered are in conformity with the schedule identified in Section 5.2 (above), and any additional written instructions issued by the Project Authority or his/her designate.
- 5.4.2 Canada reserves the right to verify the accuracy and completeness of all deliverables and services submitted by the Contractor.

- 5.4.3 Should any deliverable or service provided not be to the satisfaction of the Project Authority or his/her designate, as submitted, Canada will have the right to reject it or require correction by the Contractor before any payment will be authorized to the Contractor.

5.5 Reporting and Communication

- 5.5.1 In addition to the timely submission of all deliverables and fulfilment of obligations specified within the Contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Authority or his/her designate.
- 5.5.2 Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the work is progressing well and in accordance with expectations. Communication may include (but is not limited to) phone calls, electronic mail, and meetings.
- 5.5.3 Additionally, the Contractor must immediately bring to the attention of the Project Authority or his/her designate any issues, problems, risks or areas of concern in relation to any work completed under the Contract, as they arise, in order to proactively seek a mutual resolution to these concerns, before they escalate.

SW6.0 CONTRACTOR RESOURCE REQUIREMENTS

- 6.1 **OAS Solution and Service Delivery Management Team:** The Contractor must provide the services of the following resources, at a minimum:
- 6.1.1 **Service Delivery Manager:** The Contractor must provide the services of a qualified named **Service Delivery Manager** who must:
- a) Act as the Contractor's single point of contact (SPOC) for the Contracting Authority and the Project Authority for the management of the Contractor's service delivery to Canada, including any service, commercial, or contract-related issues, if any arise.
 - b) Act as an escalation point for service level management and dispute resolution activities.
 - c) Oversee the management of the Contractor's resources and ensure that any agreed upon work is conducted within the previously agreed time, cost and performance parameters.
 - d) Liaise with GCSurplus stakeholders and actively participate in OAS Contract Review and OAS Service Level Review meetings.
 - e) Be responsible for quality oversight on all submitted deliverables.
- 6.1.2 The Contractor's **Service Delivery Manager** must, at a minimum:
- a) Possess at least two (2) years experience with the Contractor's OAS solution.
 - b) Possess a senior-level decision-making authority within the Contractor's organization to ensure timely and appropriate escalation and resolution of issues and inquiries from GCSurplus.
 - c) Possess experience performing a related role (as described in 6.1.1 above) involving similar services to those described within this Statement of Work, for at least five (5) years within the past ten (10) years.
- 6.1.3 The Contractor's **Service Delivery Manager** should:
- a) Possess experience performing the function of a Service Delivery Manager for federal government clients.
 - b) Be fluent in English and French
- 6.1.4 **Implementation Project Manager:** The Contractor must provide the services of a qualified named **Implementation Project Manager** who must:

- a) Provide senior level leadership and management to the planning, delivery and successful completion of the implementation of the Contractor's OAS Solution.
- b) Ensure GCSurplus is kept up to date with the status of the solution implementation as well as any issues, and decisions or supports required from GCSurplus.
- c) Canada expects that the Contractor's Implementation Project Manager will remain actively engaged in providing service delivery to Canada following Canada's acceptance of the Solution into the production environment.

6.1.5 The Contractor's **Implementation Project Manager** must, at a minimum:

- a) Possess at least ten (10) years work experience as a Project Manager or related role.
- b) Possess at least two (2) years experience managing or leading the implementation of the Contractor's OAS solution, including providing management and oversight of teams of cross-functional resources.
- c) Possess at least ten (10) years work experience as a Manager or related role, responsible for transitioning service delivery from one (1) or more legacy systems to a third-party externally hosted and maintained solution.
- d) Possess, within the last five (5) years, at least six (6) months project management experience in legacy system transition projects for Canadian government organizations (Federal, Provincial, Territorial, or Municipal) or possess at least six (6) months project management experience in legacy system transition projects for Public Sector organization clients.

6.1.6 **Systems Manager:** The Contractor must provide the services of a qualified named **Systems Manager** who must:

- a) Provide active monitoring and proactive oversight of the performance of the Contractor's OAS solution implementation and on-going performance and resolution of systems-related issues,
- b) Act as the initial contact point for GCSurplus to identify requirements for new releases, patches, fixes, upgrades and other system modifications; including management of scope, schedule and budget (where applicable) for any modifications.
- c) Ensure an adequate level of support is provided to the OAS Solution, and to meet GCSurplus, Client and Customer inquiry volumes, to ensure satisfactory performance and timely issue resolution in keeping with the Contractor's agreed upon Service Levels. This must include proactively identifying to GCSurplus any change(s) needed to the Contractor's level of support to meet these requirements.

6.1.7 The Contractor's **Systems Manager** must, at a minimum:

- a) Possess at least ten (10) years work experience as a Systems Manager or related role.
- b) Possess at least two (2) years experience with the Contractor's OAS solution.
- c) Possess, within the last five (5) years, at least six (6) months systems experience in legacy system transition projects for Canadian government organizations (Federal, Provincial, Territorial, or Municipal) or possess at least six (6) months project management experience in legacy system transition projects for Public Sector organization clients.

6.1.8 **OAS Solution and Service Delivery Team - Project and Operational Phases:** The Contractor must provide the services of an adequate number of qualified resources to configure, customize, implement, test, transition, train, launch, maintain and support the Contractor's OAS Solution as well as provide on-going service delivery to Canada in a manner meeting or exceeding the Service Levels and performance requirements of the contract.

6.2 **Optional Services:** The Contractor must provide the services of qualified resources when requested by Canada to provide services for a specific Task. At its exclusive discretion, Canada may request one (1) or more resources in any one (1) or more of the following Resource

Categories (a through f) OR the Contractor may be requested to propose an appropriate number and complement of qualified resources to complete the required work.

6.2.1 For resources requested by Canada from among the following Resource Categories (a through f), the Contractor must ensure that all resources provided meet or exceed the requirements of the resource category in which they are provided.

- a) **Business Analyst:** Business Analyst Resources must:
 - i. Possess at least ten (10) years work experience as a Business Analyst or related role (such as development and analysis of functional requirements to identify information, procedures, and decision flows).
 - ii. Possess at least two (2) years experience with the Contractor's OAS solution.
- b) **Technical Architect:** Technical Architect Resources must:
 - i. Possess at least ten (10) years work experience as a Technical Architect or related role.
 - ii. Possess at least two (2) years experience with the Contractor's OAS solution.
- c) **Data Conversion Specialist:** Data Conversion Specialist Resources must:
 - i. Possess at least ten (10) years work experience as a Data Conversion Specialist or related role.
 - ii. Possess at least two (2) years experience with the Contractor's OAS solution.
- d) **Programmer/Software Developer:** Programmer/Software Developer Resources must:
 - i. Possess at least five (5) years work experience as a Programmer/Software Developer or related role.
 - ii. Possess at least one (1) year experience with the Contractor's OAS solution.
- e) **Tester:** Tester Resources must:
 - i. Possess at least two (2) years of experience working as a Tester.
 - ii. Possess at least six (6) months experience with the Contractor's OAS solution.
- f) **Instructor:** Instructor Resources must:
 - i. Possess at least two (2) years of experience working as a Trainer or Instructor of software technology products to non-technical users, of which at least six (6) months of this experience must have been with the Contractor's OAS solution.
 - ii. Be fluent in both English and French OR be fluent in one (1) of French or English (as specified by Canada in the Task Authorization).

6.3 Canada reserves the right to interview any of the Contractor's resource(s) for technical suitability prior to the resource(s) commencing work. Should any resource be deemed not acceptable at Canada's exclusive discretion, the Contractor must find a qualified replacement.

SW7.0 APPROACH AND METHODOLOGY

- 7.1 The management by the Contractor of OAS solution service delivery must be undertaken in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, policies and procedures (see Appendix to Annex A - SOW).
- 7.2 In providing OAS solution managed services the Contractor must utilize industry accepted methodologies and approaches, within each of the following areas:
 - 7.2.1 Project management and control;
 - 7.2.2 Quality and compliance assurance; and
 - 7.2.3 Information management.

SW8.0 CONSTRAINTS

- 8.1 The work under the resulting Contract must be completed within a **strict timeline**, in order to implement the OAS solution and transition existing Department content related to active records to the new site in advance of the Service Commencement date (**no later than 18 months following Contract Award**). The Contractor may be required to conduct work outside of normal operating hours in order to meet associated deadlines.
- 8.2 The Department has an obligation to ensure that Canadian statutes, regulations, and policies on privacy protection are respected and, in particular, that personal information is protected in accordance with the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and federal privacy policies. Therefore, for the purposes of this requirement, Canada requires the following from the Contractor:
 - 8.2.1 Any database component of the OAS solution must be physically independent from all other databases, directly or indirectly, that are located outside Canada.
 - 8.2.2 All aspects of data processing related to the OAS solution must be conducted in and only accessible in Canada.
 - 8.2.3 The on-going managed services provided after the OAS solution Service Commencement Date must be subject to ongoing transactional client measurement, monitoring and/or enforcement over an extended period of time, in the form of a Service Level Agreement (SLA) [see Section SW9.0].

SW9.0 OAS SOLUTION AVAILABILITY, PERFORMANCE AND SERVICE REQUIREMENTS

- 9.1 **OAS Solution Service Standard Expectations:** Following the Service Commencement Date, the Contractor must host, maintain and support the OAS Solution ensuring it meets the Service Requirements identified in Sections 9.2 through 9.14 at a minimum.
 - 9.1.1 The Contractor must make its own determination of the hardware it requires to satisfy the requirements established in Sections 9.2 through 9.14.
 - 9.1.2 In addition, the Contractor must meet the Contractor's Service Levels for the OAS Solution's performance, accessibility, and availability, and its defined support processes (as included within the Contractor's Proposal and as accepted by Canada) which are in addition to the Service Standards identified in Sections 9.2 through 9.14.
- 9.2 **Solution Security:** The Contractor must design, develop, implement, operate and maintain procedures that ensure the security of all data, including data input by users into the OAS Solution, in accordance with Treasury Board policies for the protection of privacy and data (see Appendix to Annex A - SOW). Such policies and procedures must address physical security, system security, and personnel security.
 - 9.2.1 The Contractor must provide a modern, cost effective computing facility housed in a secure site (or sites), within Canada, in accordance with any identified security requirements identified in Part 7 –

Resulting Contract Clauses and in accordance with section 4.3.4.

- 9.2.2 The Contractor's OAS Solution functionality requiring secure login and password must be accessed by users via a stable and consistent internet access over a public communications network certified to Protected "B".
- 9.2.3 The Contractor's OAS Solution functionality not requiring secure login and password (i.e. public-facing GCSurplus.ca website) must be accessed by users via a stable and consistent internet access over a public communications network.
- 9.3 **Web Browser Compatibility:** The Contractor's OAS Solution must be fully functional on the GoC's standard internet browsers as well as internet browsers in common usage for interfaces accessible by the general public, including, at a minimum:
 - a) MS Internet Explorer (versions 8.0 and newer); and
 - b) Mozilla Firefox v 18.0.1 (and newer).
- 9.4 **Database Storage Capacity:** The Contractor's OAS Solution must provide a minimum initial storage capacity of at least 21GB for existing GCSurplus content pertaining to active and pre-identified records (e.g. specific Sales Requests, Sales Listings, and other current and historic content identified for transfer to the OAS Solution) and active user profiles, etc.
 - 9.4.1 The Contractor's OAS solution must provide scalable storage capacity to account for annual growth in database content, including but not limited to an increased number of records stored by Canada on the hosted system. This anticipated expansion over time may result in upwards of growth in storage requirements on a yearly basis.
- 9.5 **Solution Licenses:** The Contractor must provide the technology and any and all software licenses required to provide access to the OAS solution.
- 9.6 **Solution Currency:** The Contractor must maintain the currency of all technology used in the OAS Solution and in support of the production, UAT and production mirror environments provided.
 - 9.6.1 The Contractor must work in concert with GCSurplus to establish a process and timeline for maintaining the technological currency of the COTS products underpinning the OAS solution, including implementing any major upgrades to core components of the solution.
- 9.7 **Solution Availability:** The Contractor must design, develop, implement, operate and maintain policies and procedures for system and database administration, monitoring, upgrades and security patches that ensure the OAS Solution and any component databases are fully operational and meet the following availability standards (as identified in 9.7.1 through 9.7.9 below).
 - 9.7.1 At the conclusion of the Project Phase and throughout the Operational Phase, the Contractor must provide a **Production OAS Solution** for on-going usage by GCSurplus users, Client users, Customer users and members of the public (as applicable) with High availability (i.e. 99.99% or better), 24x7x365(6).
 - 9.7.2 The Contractor must provide a **User Acceptance Testing ("Test") OAS Solution environment** for use by GCSurplus as a pre-Production staging and testing environment with 95% availability during Core Hours (as defined in Section 3.6 above). This environment must reflect the Production Environment (i.e. present a fully integrated solution).
 - 9.7.3 The Contractor must provide a **Production Mirror or Training Environment** for use by GCSurplus as part of OAS training with 95% availability during Core Hours (as defined in Section 3.6 above).
 - 9.7.4 **Solution Response Time:** The Contractor's OAS Solution must provide an application response time to any user requests of less than 3 seconds, 95% of the time, measured on a monthly basis by the Contractor and/or a third party monitoring service.
 - 9.7.5 **Solution Response Time:** The Contractor's OAS Solution must provide display of data lists and calculated reports with an application response time of no more than thirty (30) seconds, 95% of the time, measured on a monthly basis by the Contractor and/or a third party monitoring service.

- 9.7.6 The Contractor must report monitoring results during the OAS Service Level review meetings with GCSurplus.
- 9.7.7 **Maintenance:** The Contractor must provide advance notice of any potential service disruptions to GCSurplus at least three (3) months in advance for regular and routine solution maintenance.
- 9.7.8 **Scheduled Maintenance:** The Contractor must perform Scheduled Maintenance activities related to solution functionality (i.e. patches, upgrades, and fixes) only outside of the Core Hours (as defined in Section 3.6) or Scheduled Maintenance activities must be otherwise undetectable to the OAS Solution's users.
- 9.7.9 **Emergency Maintenance:** The Contractor must perform Emergency Maintenance for patches, upgrades, and fixes to address, fix, and release the solution for security or service impacting issues on a priority basis. Upon notice by the Contractor of such an issue, GCSurplus will indicate its preferred timing for the implementation of any high priority or emergency patches that cannot reasonably be delayed to outside of Core Hours (e.g. for security reasons).
- 9.8 **Solution and Data Backup:** The Contractor must design, develop, implement, operate and maintain policies and procedures that ensure the integrity of the OAS Solution component database(s) (e.g. the correctness of the data) and that no user transactions are lost.
- 9.8.1 The Contractor's procedures for solution and data back-up must include at a minimum regular database audits, and the following system and data backup functions for the OAS Solution:

Backup Service Levels	
Services	Timeframes / Frequency
Full Backup	Weekly
Incremental Backup	Nightly
Verification of Data Integrity of backups	Every 3 months at a minimum
Off-site storage	Monthly Full Backup

- 9.9 **Redundancy and Disaster Recovery:** The Contractor must provide a fully redundant OAS Solution with automatic failover to mitigate any disruption impact on the OAS Solution that may be caused by an adverse single event.
- 9.9.1 **Disaster Recovery:** The Contractor must provide Disaster Recovery capabilities for the OAS Solution to support Canada's business continuity efforts. The Disaster Recovery capabilities of the OAS Solution must be available, tested and activated, including all associated processes, by the Service Commencement Date.
- 9.9.2 The Contractor must provide a tested Disaster Recovery Plan (DRP) before the Service Commencement Date that meets the time frames indicated below:

Recovery Service Levels	
Services	Timeframes / Frequency
OAS Solution Mean Time To Recovery (MTTR) from an unplanned outage	8 hours
OAS Solution Recovery Time Objective (RTO)	24 hours Critical business functions must be resumed within 24 hours of disaster. Necessary business functions must be resumed immediately following the resumption of critical functions but no longer than 7

	elapsed days. Desirable functions must be resumed immediately following the resumption of necessary function, but no longer than 30 elapsed days following a disaster.
OAS Solution Recovery Point Objective (RPO)	Close of business for the last workday and no more than 24 hours before a disaster has occurred.

- 9.9.3 **Solution User Help Desk:** The Contractor must provide a help desk service for its OAS Solution to GCSurplus users, Client users and Customer users to satisfactorily address both functional (e.g. “how do I do X?”) and technical (e.g. “functionality is not operating correctly”) user inquiries and issues.
- 9.9.4 The Contractor must provide a bilingual live service agent telephone help desk in Core Hours, as defined in Section 3.6 above.
- 9.9.5 The Contractor must ensure that 90% of calls received within Core Hours (as defined in 3.6 above) are answered within three (3) rings (except as noted in 9.9.6 below).
- 9.9.6 The Contractor must answer or return all calls (with a line service agent) within 60 minutes of the initial contact made by GCSurplus for Severity 1 issues, and within 3 hours for Severity 2 and 3 issues (see Section 9.10 below).
- 9.9.7 Outside of Core Hours, the Contractor must provide a voice mail service which records the date and time the caller leaves a message.
- 9.9.8 The Contractor must ensure that 100% of calls not answered by a live operator are returned within 24 hours (except as noted in 9.9.6 above).
- 9.10 **Solution Error Severity Levels:** In the event that after the Service Commencement Date, the OAS solution experiences an error in operation, the severity of this problem will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:
- a) **Severity 1:** indicates total inability to use the system, resulting in a critical impact on user objectives;
 - b) **Severity 2:** indicates ability to use the system, but user operation is severely restricted;
 - c) **Severity 3:** indicates ability to use the system, with limited functions which are not critical to overall user operations;
 - d) **Severity 4:** indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.
- 9.11 **Error Correction:** The Contractor must respond to a report from Canada of a Solution Error (after the Service Commencement Date) in accordance with the severity of the error reported, as detailed in Section 9.10 above. When Canada reports a Software Error to the Contractor, the Project Authority or his/her designate will provide information about the error, such as sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.
- 9.11.1 The Contractor must correct any reported or otherwise discovered Solution Errors within the following timeframes (at a minimum):
- a) **Severity 1:** within twenty-four (24) hours of notification by Canada;
 - b) **Severity 2:** within seventy-two (72) hours of notification by Canada;
 - c) **Severity 3:** within fourteen (14) days of notification by Canada;
 - d) **Severity 4:** within ninety (90) days of notification by Canada.

- 9.12 **Problem Status Notification:** The Contractor must proactively monitor the availability and performance of the OAS Solution and provide the following status notification services to GCSurplus to address identified problems associated with the OAS solution in a timely fashion.

9.12.1 The Contractor must meet the following notification and update standards, at a minimum:

Severity	First Notification to GCSurplus	Update to GCSurplus if problem is unresolved
Severity 1	Within one (1) hour of identification of a problem	Every 2 hours
Severity 2	Within twelve (12) hours of identification of a problem	Every 24 hours
Severity 3	Within two (2) business days of identification of a problem	Every 7 days
Severity 4	Within one (1) week of identification of a problem	Every 3 weeks

- 9.13 **Standards Measurement:** Following the Service Commencement Date, the Contractor must document the monthly performance of the OAS Solution and the Contractor's Services against each of the Standards identified in Sections 9.2 through 9.12 and provide this Report to Canada within five (5) working days of the end of each calendar month.

9.13.1 In the event that the Contractor fails to meet the Standards identified in Sections 9.2 through 9.12 the Contractor will be found to be in either **Minor** or **Major breach** of the Standards.

9.13.2 In the event of a Minor or Major Breach, the Contractor must prepare Service Improvement Plans (SIPs) to address performance issues, as requested by Canada. In such an event the Contractor will be placed on notice that it has a defined number of days (to be defined by Canada and of a duration appropriate to the nature of the issue) to remedy such a breach at no cost to Canada. The Contractor must report the status of the issue which generated the breach to the Project Authority in accordance with the frequency for status updates identified by Canada until Canada is satisfied that the issue has been satisfactorily remedied.

9.13.3 For the purposes of determining the appropriate remedy or sanction for Non-Compliance with Standards, the following definitions apply:

a) **Minor Breach:**

- i. failure to attain the Standards established above and in particular, a failure to meet Standards for OAS Solution Availability (via the internet) set out in Section SW9.0.;
- ii. failure to perform regular backups of the OAS Solution and component databases as set out in Section 9.8;
- iii. failure to correct a Severity Level 3 or 4 problem within the required timeframe, as set out in Section 9.10; and
- iv. failure to meet standards for reporting and providing update notifications to Canada on functionality, performance or availability problems, as set out in Section 9.12.1.

b) **Major breach:** A breach of the Standards by the Contractor which may cause damage to Canada which cannot be properly compensated in monetary damages, as follows:

- i. failure to protect the confidentiality of information contained within the OAS Solution;
- ii. breach of applicable federal law concerning the protection of personal information;
- iii. failure to correct a Severity Level 1 or 2 problem within the required timeframe, as set out in Section 9.11.1 or failure to provide redundancy and recovery within the timeframes identified within Section 9.9 (in the event of a real incident or in response to a test of the Contractor's

Disaster Recovery Plan); and

- iv. any Minor Breach, where if capable of being rectified, is not corrected to the satisfaction of Canada within the number of days identified.

9.13.4 In the event that the Contractor fails to comply with the conditions of the Contract or is found to be in Major Breach of the Standards for an extended period of time without taking steps to remedy the breach, as identified in Canada's review of the Contractor's work, deliverables and reports, Canada reserves the right to terminate the Contract for cause.

9.14 **Standard Exceptions:** Notwithstanding Section 9.13 above, Canada reserves the right to identify any exceptional circumstances pertaining to any specific service deliveries that, having been assessed as not having met the requirements of the Standards (as defined in Section 9.2 through 9.13), are so deemed by Canada to be due to circumstances determined to have been outside of the Contractor's control, and which, in the absence of such exceptional circumstances Canada, in its sole discretion, determines that the delivery would have otherwise met the requirements of the Standard.

9.14.1 In the event that Canada exercises this right, any delivery so identified will be deemed to have met the requirements of the Service Standard.

9.14.2 Any such determinations are the sole jurisdiction of Canada.

SW10.0 KEY PERFORMANCE INDICATORS AND REVIEW REQUIREMENTS

(see process described as per the Annex B – Basis of Payment)

SW11.0 CONTRACTOR RESPONSIBILITIES

11.1 In fulfilling the terms and conditions of the Contract, the Contractor agrees to:

11.1.1 Provide a mutually agreed-upon principal Point of Contact for the Contractor (in the form of the Contractor Representative), who will be actively involved in, and responsible for, all activities undertaken;

11.1.2 Provide a work plan, schedule and confirmation of any previously provided estimates of all costs/prices, prior to the commencement of work on each Task;

11.1.3 Work in conjunction and close contact with Canada's personnel, project stakeholders and any other Contractors required by Canada for the completion of the work;

11.1.4 Complete assigned work according to pre-defined schedules and standards;

11.1.5 Provide Quality Assurance monitoring on all deliverables; and

11.1.6 As required, liaise with the Project Authority and stakeholders identified by the Project Authority for meetings, project reviews and other related project management activities.

SW12.0 GOVERNMENT SUPPORT

12.1 The Contracting Authority, as defined in Annex A – SOW (Definitions and Applicable Documents), will be named in the Articles of Agreement.

12.2 The Project Authority, as defined in Annex A - SOW (Definitions and Applicable Documents), will be named in the Articles of Agreement. An alternative representative (i.e. a delegate) will be made available in the event that the named Project Authority is not available.

12.3 As required for the completion of the work, the Department will provide the following:

12.3.1 Access to Canada 's facilities and GCSurplus personnel, as authorized by the Project Authority, as required for the successful provision of requirements definition, functional analysis, training delivery or other related Professional Services (if requested by Canada);

- 12.3.2 Access to relevant documentation and reference materials to which the Contractor would not otherwise have access;
- 12.3.3 Identifying and cleaning sales records and associated data for migration, to support the content migration process;
- 12.3.4 Review of reports and other submitted deliverables, as required, and the provision of comments and suggested revisions, in a timely manner;
- 12.3.5 Error reporting information, such as sample output and other diagnostic information, regarding any discovered errors in the OAS Solution.
- 12.3.6 Delivery of the TA Form(s) by e-mail, which will contain the instructions for the any Optional Services, if required; and
- 12.3.7 Other assistance and support as appropriate.
- 12.4 Canada will monitor the Contractor's on-going service delivery as well as the performance of the GCSurplus business by conducting review meetings with the Contractor on a regular basis, to monitor progress, as well as to exchange information relevant to chronic problem areas, action plans, and pending planning activity.
- 12.5 As an organization of the federal government, PWGSC is under the obligation to respect the spirit and letter of the *Official Languages Act*.
- 12.6 The domain name that will be used for the GCSurplus website is registered to Canada. Canada will make the domain name accessible to the Contractor for provision of services related to the operation of the Online Auctioning Service solution for the duration of the Contract.

Attachment 1 to Annex A

Definitions and Applicable Documents

The following list of definitions and acronyms is relevant to and forms a part of this Statement of Work (SOW). The list is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW. It is therefore imperative that questions of interpretation be directed to the Contracting Authority.

Term/Acronym	Definition
Application Development	means Services to develop new or modified components, features and functionality for the OAS Solution.
Client	means an organization who is declaring surplus assets to GCSurplus for processing. At present, "Clients" include Government of Canada departments/agencies and select municipal, academic, schools and hospital (MASH) sector organizations.
Configure / Configuration	Requires no programming or code changes; it involves either setting a value or turning a feature on/off. Also referred to as Minor Adjustment.
Contracting Authority	The Contracting Authority is the Contracting Officer who is responsible for the administration and management of the Contract on behalf of Canada and is the only person with authority to negotiate or effect amendment(s) to the Contract on behalf of Canada. Any changes to the Contract must be authorized by a formal contract amendment issued by the Contracting Authority The Contractor is not to perform work in excess of or outside the scope of the Contract based on written requests from any government personnel other than the Contracting Authority.
Contractor	The qualified Supplier selected pursuant to the competitive selection process, which under a valid Contract is eligible to do the work as detailed in the contract.
Core Hours	06:00 to 20:00 Eastern Time, Monday to Friday, excluding statutory* holidays. *For statutory holidays which are federally observed across Canada, not specific to a province
Customer	means an organization or individual who is the buyer of declared surplus assets from GCSurplus. At present, "Customers" include members of the general public or third-party organizations.
Customize / Customization	Requires programming or coding functionality to modify features to meet GCSurplus' requirements. Also referred to as Major Adjustment.
Disaster Recovery	Disaster Recovery is the capability of the OAS Solution to recover and continue operations after a declared disaster.
Equivalent	means a function, capability or process delivered by the solutions that is equal in function, capability or process to that required by GCSurplus.

Attachment 1 to Annex A

Definitions and Applicable Documents

GCSurplus	means the directorate responsible for the disposal of Surplus Crown Assets as conducted by PWGSC personnel. GCSurplus is the System Administrator for the GCSurplus.ca OAS Solution through personnel in headquarters (HQ) and conducts all business activities associated with the surplus asset life cycle and administration of the sales process as the Sales Administrator through personnel at HQ and in its Regional Sales Centres.
GCSurplus.ca	means the public facing internet site and the underlying infrastructure, systems, and associated technological supports which support the delivery of the GCSurplus business line through the Contractor's OAS Solution.
GoC	Government of Canada
Key Performance Indicator (KPI)	A key measure of performance for a specific activity that is pre-agreed upon between Canada and the Contractor, and is used for determining the success of the Contractor in meeting its contractual obligations and business objectives for the delivery of the GCSurplus business line using the GCSurplus.ca implementation of the Contractor's OAS Solution.
Mean Time to Recovery (MTTR)	The average time that the Contractor will take to recover the OAS Solution from any major failure, until it is operating normally.
NCR	National Capital Region
Project Authority	<p>A person, occupying a specific position within the GoC or fulfilling a specific organizational function, responsible for monitoring the Contractor's execution of the work under the Contract.</p> <p>The Project Authority (or his/her delegate) is responsible for:</p> <ul style="list-style-type: none"> (i) all matters concerning the technical content of the Statement of Work and Statement of Requirements, and all documentation provided by Canada to the Contractor, (ii) inspection and acceptance of the Licensed Software and the work performed, (iii) arranging for Contractor access to Canada's resources that may be required, and (iv) reviewing and accepting all invoices submitted. <p>Any proposed changes to the scope of the requirement are to be discussed with the Project Authority, but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority.</p> <p>The Project Authority will be identified upon Award.</p> <p>The Project Authority for any Optional Services will be identified in the Task Authorization (TA) Form.</p>

Attachment 1 to Annex A

Definitions and Applicable Documents

Protected “B”	Information is "protected" if its disclosure could harm interests other than the "national interest." There are three levels of protected information A, B, and C, of increasing sensitivity. Protected B (particularly sensitive): applies to information that, if compromised, could reasonably be expected to cause serious injury outside the national interest, for example, loss of reputation or competitive advantage.
PWGSC	means Public Works and Government Services Canada. Acquisitions Branch of PWGSC is responsible for managing the procurement and contracting process with industry.
Recovery Point Objective (RPO)	Is the maximum tolerable period in which data might be lost from the OAS Solution due to a major incident.
Recovery Time Objective (RTO)	Based on the amount of time GCSurplus and its Clients and Customers can be without the OAS Solution without incurring significant risks or significant losses, it is the duration of time and service level within which the OAS solution must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.
Sales Administrator	means the role of GCSurplus personnel in the surplus asset sales life cycle, from receipt of Sales Requests from Clients, triage, initiation and finalization of Sales Listings, publication of Sales Listings online, administration of the bidding process through to close of the Sales Listing, administration of award of the Sale, receipt of payment and release, possession of the purchased asset by Customers and reconciliation. This role includes management of Client and Customer information in the OAS Solution
Sales Listing	means the information and associated documentation and electronic links pertaining to declared surplus assets that are prepared by GCSurplus personnel and published online at GCSurplus.ca for viewing and bidding by Customers.
Sales Request (SR)	means the information provided to GCSurplus from Clients on declared surplus assets to assist in preparation of the item(s) for sale. Sales Requests are used by GCSurplus personnel to develop the Sales Listing.
Successor	A private or public Service Provider that may be employed or contracted by GCSurplus to perform a similar operation to the current contract [e.g. hosting and support and maintenance for the OAS Solution on termination or upon the Contract expiry date, whichever shall occur first.
Surplus Crown Asset	means property of Her Majesty in its custody or under its control that the department or federal body has determined is surplus to its requirements. In the context of GCSurplus, “Surplus Crown Asset” also refers to property of other public sector organizations who are Clients of GCSurplus which are declared surplus by the public sector organization.

Attachment 1 to Annex A

Definitions and Applicable Documents

System record	<p>A system record is defined as all data and files within the GCSurplus legacy applications and migrated to the OAS Solution (as applicable) pertaining to each unique declaration of an item as a surplus asset.</p> <p>At a minimum, a sales record consists of a Customer Sales Request (whether saved prior to transmission or transmitted to GCSurplus for processing). Once a Sales Request has been submitted, depending upon the progress of the declared item(s) in the GCSurplus workflow, additional data and files may be associated with each sales record.</p>
System Administrator	means the current role of GCSurplus personnel in management and administration of the GCSurplus.ca systems and infrastructure, which presently includes but is not limited to: maintenance of system databases, development of templates (e.g. for Sales Requests, Sales Listings, reports, etc.), input into development of user functionality, creation and administration of user groups including user rights, and related system administration activities
Task	The work undertaken by the Contractor as outlined in a TA Form, as issued by the Project Authority; consistent with the SOW, which may consist of any combination of the Optional Services, described in Section 4.5.
Task Authorization (TA) Form	A document prepared and issued by the Project Authority to the Contractor identifying Optional Services, which may consist of any combination of the services described in Section 4.5. Refer to Appendix X for a sample of the form to be used.
TBS	Treasury Board Secretariat
Threat and Risk Assessment (TRA)	<p>A Threat and Risk Assessment aids in the determination of security requirements. Departments must apply security measures above baseline levels when justified by a Threat and Risk Assessment.</p> <p>The steps of a Threat and Risk Assessment are to</p> <ul style="list-style-type: none"> • identify and categorize information and related assets according to their sensitivity (noting this information in a "Statement of Sensitivity"), • assess the threats and system vulnerabilities that could affect the delivery of a program or service, • determine the level of risk, based on current safeguards and system vulnerabilities, and • recommend safeguards that will mitigate risk to an acceptable level. <p>A Threat and Risk Assessment must be conducted for every program, system or service. Threat and Risk Assessments can be short and simple or far more detailed and rigorous, depending on the sensitivity, criticality and complexity of the program, system or service being assessed.</p>

Attachment 1 to Annex A

Definitions and Applicable Documents

Triage	refers to a stage in the Surplus Asset sales cycle wherein Surplus assets are sorted by GCSurplus personnel according to a variety of characteristics which trigger business rules to support subsequent sales activities (e.g. commodity, value, seasonality of use, etc.).
WCAG	Web Content Accessibility Guidelines (open standards put out by the World Wide Web Consortium (W3C) - see http://www.w3.org/
Web Standards for the Government of Canada	<p>The Treasury Board of Canada web standards for accessibility, usability, interoperability and optimization of design and layout for mobile devices, to be followed when developing Government of Canada websites. Collectively these standards ensure that websites, Web applications and device-based mobile applications have a consistent layout and design and comply with appropriate Treasury Board policy requirements including official languages, privacy, access to information and security.</p> <p>These Web Standards replace Common Look and Feel 2.0 (CLF 2.0) Standards for the Internet.</p> <p>Refer to: http://www.tbs-sct.gc.ca/ws-nw/index-eng.asp</p>

Attachment 1 to Annex A Definitions and Applicable Documents

The following publically available legislation, regulations, policy, directives, standards and guidelines provide further useful information to the Contractor in determining the context of this requirement, compliance requirements for the OAS Solution and delivery of Services to Canada, as well as the scope and complexity of the GCSurplus business workflow and functional requirements:

Financial Administration Act:

<http://www.laws-lois.justice.gc.ca/eng/acts/F-11/index.html>

Federal Accountability Act:

<http://laws-lois.justice.gc.ca/eng/acts/F-5.5/index.html>

Department of Public Works and Government Services Act:

<http://laws-lois.justice.gc.ca/eng/acts/P-38.2/>

Surplus Crown Assets Act:

<http://www.laws-lois.justice.gc.ca/eng/acts/S-27/page-1.html>

Policy Framework for the Management of Assets and Acquired Services:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12022>

Directive on Disposal of Surplus Materiel:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12066>

Controlled Goods Regulations:

<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-32/>

Controlled Goods Directive:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12063>

Guide to the Management of Moveable Heritage Assets:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13872&Section=text>

Library and Archives of Canada Act:

<http://www.laws-lois.justice.gc.ca/eng/acts/L-7.7/>

International Web Content Accessibility Guidelines:

<http://www.w3.org/WAI/intro/wcag.php>

<http://www.w3.org/TR/WCAG/>

In addition, the Contractor must conform to and maintain working knowledge of the following Government of Canada requirements, including, but not limited to, all amendments thereto, any superseding instruments, and any subsequent requirements (i.e. regulations, directives, standards, etc.):

Access to Information Act:

<http://laws.justice.gc.ca/en/A-1/>

GoC Federal Identity Program:

<http://www.tbs-sct.gc.ca/fip-pcim/index-eng.asp>;

Official Languages Act:

<http://laws.justice.gc.ca/en/O-3.01/>

Personal Information Protection and Electronic Documents Act:

<http://laws.justice.gc.ca/en/P-8.6/>

Privacy Act:

<http://laws.justice.gc.ca/en/P-21/>

Security of Information Act:

<http://laws-lois.justice.gc.ca/eng/acts/O-5/>

The Communications Policy of the Government of Canada

Attachment 1 to Annex A Definitions and Applicable Documents

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12316>

The Federal Identity Program Policy

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12314&Section=text>

The Policy on Access to Information:

http://www.tbs-sct.gc.ca/pubs_pol/gospubs/TBM_121/CHAP1_1_e.asp

Government Security Policy

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12322>

The Policy on the Management of Government Information:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?Section=text&id=12742>

The Policy on Management of Information Technology:

http://www.tbs-sct.gc.ca/pubs_pol/ciopubs/TB_IT/pmit-pgti_e.asp

Management of Information Technology Security (MITS)

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&Section=text>

The Policy on Privacy Protection:

http://www.tbs-sct.gc.ca/Pubs_pol/gospubs/TBM_128/CHAP1_1-2_e.asp

The Standard on Metadata:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18909&Section=text>

Web Standards for the Government of Canada (GoC):

<http://www.tbs-sct.gc.ca/ws-nw/index-eng.asp>

Note: These Web Standards replace Common Look and Feel 2.0 (CLF 2.0) Standards for the Internet [April 1, 2013].

- a) Treasury Board of Canada Standard on Optimizing Websites and Applications for Mobile Devices: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27088>
- b) Government of Canada (GoC) Standard on Web Interoperability (updated on March 31, 2013): <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25875&Section=text#cha1>
- c) Treasury Board of Canada Standard on Web Usability (updated on March 31, 2013): <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227>;
- d) Treasury Board of Canada Standard of Web Accessibility (updated on March 31, 2013): <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>;
- e) Supporting documentation for implementing GoC Web Standards:
 - i. Government of Canada Web Experience Toolkit: <http://www.tbs-sct.gc.ca/ws-nw/wa-aw/wet-boew/index-eng.asp>;
 - ii. Technical specifications for the Web and mobile presence: <http://www.tbs-sct.gc.ca/ws-nw/mo-om/ts-st/index-eng.asp>
 - iii. Guidance on Implementing the Standard on Web Accessibility: <http://www.tbs-sct.gc.ca/ws-nw/wa-aw/wa-aw-guid-eng.asp>

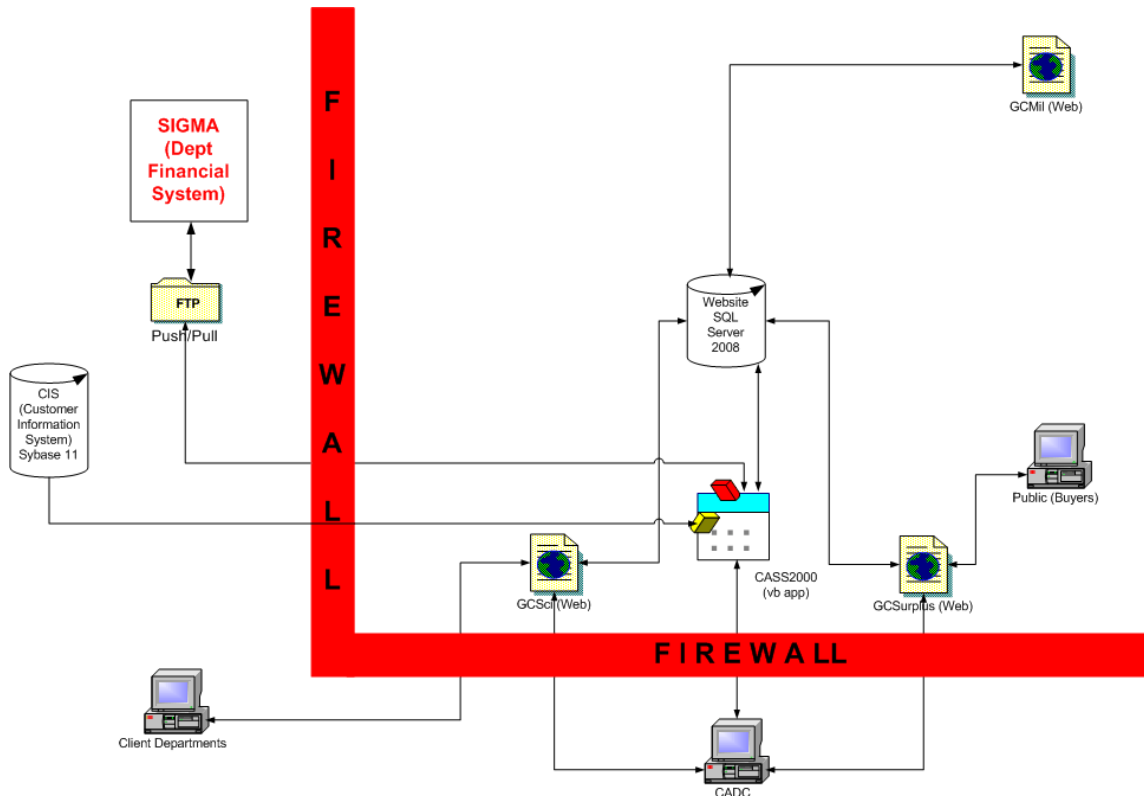
Attachment 2 to Annex A

GC Surplus Business Process and Technology Overview

Overview of Current Technology:

GCSurplus.ca is currently comprised of three (3) distinct systems/solutions all connected to a single database: GCSurplus.ca (public Customer interface available online at: <http://www.gcsurplus.ca/>); CASS 2000 (internal desktop application); and GCSci (delivered to registered Clients via the web <https://www.gcsurplus.ca/ic-ci/>).

The following diagram provides a high level illustration of the current technical architecture of the GCSurplus.ca system as well as its interfaces to systems and users (direct and indirect):



CASS 2000, which supports the delivery of information to GCSurplus.ca and GCSci, has the following current data holdings (as of March 31, 2013):

- Database size: 20.4 GB.
- The number of data elements (captured fields) in the DB:
 - The number of columns (fields) in all tables in the DB is 8,308.
 - Fields are often used in more than 1 table.
 - The number of distinct columns / fields in the DB is 2,449.

For security reasons there is no direct integration between CASS2000 and PWGSC's Financial System (Sigma). To interface with Sigma, it is currently required for a file to be generated that may be subsequently uploaded by PWGSC personnel into the Sigma system. GCSurplus is seeking solutions as to how data may be extracted into a secure file for transfer between the two (2) systems with minimal manual entry and burden on resources while maintaining the security and integrity of both systems.

Similarly, there is no direct integration between CASS2000 and PWGSC's CIS. An ActiveX Data Object (ADO) is used to read data from the CIS and write any updated data (i.e. with a new/modified date) directly to the CASS2000 database via an ADO control within a small Visual Basic (VB) application that runs

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GC Surplus Business Process and Technology Overview

automatically on a PC at GCSurplus HQ on a scheduled basis. GCSurplus is seeking solutions which can read/write data to GCSurplus.ca with minimal manual entry and burden on resources while maintaining the security and integrity of both systems

As noted, GCSurplus's objective for the future of GCSurplus.ca is to provide a modern, robust and sustainable technological solution which for the delivery of GCSurplus.ca; providing for one (1) system / one (1) platform.

It is also important to note that all system interfaces and information provided by the Government of Canada must be available to all users within GCSurplus, Clients and all potential Customers in both Official Languages (English and French).

Data Exchange:

GCSurplus.ca interfaces with and reports to a number of PWGSC branches and systems, and other federal entities in the delivery of its mandate. These interactions are supported by data transfer to and from GCSurplus.ca:

- Accounting, Banking and Compensation (ABC) Branch (PWGSC) – receives funds from Customers for purchased items [through Canada's third party payment processor, currently Chase Paymentech, via the Receiver General Buy Button (RBBB)].
 - Finance Branch (PWGSC) – processes transfers from Clients and records transactions within Sigma [the Department's integrated financial and materiel management and reporting system based on Systems Application and Products (SAP)].
- PWGSC's Customer Information System (CIS) – provides updated Customer data (e.g. consignee code, etc.) to GCSurplus.ca to maintain data within the system.
- Treasury Board Secretariat – through PWGSC, GCSurplus reports on performance and results obtained.
 - GCSurplus.ca also extracts data from VINquery on vehicles.

Attachment 2 to Annex A

GC Surplus Business Process and Technology Overview

GoC Surplus Asset Sales Cycle

The following is a brief description of the current workflow and business processes of GC Surplus, with sought after improvements or changes to standard process indicated as such within the narrative (which correspond to sought after functionality in Appendix 1 – Statement of Requirement). Additional information on business process and workflow will be provided to the Contractor upon Award.

As a major extension of the current business process, the solution must provide an implementation of workflow and functionality for interdepartmental sales (transfer) of surplus assets. The solution must allow GCSurplus users and Client users to define, declare and dispose of surplus assets via interdepartmental transfer processes (e.g. to other government departments or public sector organizations) before making these items available for public purchase.

This functionality is anticipated to be designed as a two-stage sale process:

- (a) The "first step" being a restricted public sector sale that would limit views and bidding on a published Sales Listing to some or all Client users of the OAS Solution (i.e. departmental buyers) for a configurable period of time.
- (b) As a "second step", in the event the item is not sold under this restricted listing, the Sales Listing would then be open to bidding by the general public.

This functionality is anticipated to include providing the transfer of funds (e.g. Payment) between government departments to complete inter-departmental sales of surplus assets.

Prepare Sales Request

In this stage of the sales cycle a Client organization notifies GCSurplus of one (1) or more assets [item(s)] which are declared surplus and are available for sale and the Client provides defining information about the surplus asset(s) to support subsequent staging and sales activities by GCSurplus, whether on site at the Client location or from a GC Surplus Regional Sales Centre.

There are presently two (2) Types of Sales Requests, one (1) for vehicles, and one (1) for all other types of assets.

Sales Requests may include some or all of the following types of information (as applicable to the item):

- Client.
- Consignee Code.
- Type/class of asset.
- Serial #.
- Make/Model.
- Quantity (# by item and by lot).
- Age of asset.
- Condition.
- Usability of the Asset (e.g. whether an asset is functioning as it should, whether it has been tested to confirm proper functioning, etc.).

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GC Surplus Business Process and Technology Overview

- Location(s) of asset.
- Value (e.g. book value, purchase price, etc.).
- Additional contextual notes and descriptive information.
- The ability to add photographs of the asset to the Sales Request.
- The ability of the Client to formally certify:
 - a declaration of asset characteristics in accordance with legislative, regulatory and policy requirements (these include: Controlled Goods, Heritage Assets, Electronics, etc.).
 - that information provided about the declared asset is accurate (e.g. condition, location, value, descriptive information, etc.).
 - compliance with the *Financial Administration Act* and the *Surplus Crown Assets Act*.

Going forward, GCSurplus is seeking to provide additional structured information about assets to Customers, including their physical dimensions and volumetric data (such as mileage for vehicles, weigh scale data based on asset category/type, etc.), where appropriate.

The majority of Sales Requests are generated by Clients. In exceptional circumstances (which require authorization), GCSurplus personnel may prepare a Sales Request for review, verification and certification by a Client.

Assign Sales Request

Following submission of a Sales Request, reviewed and subsequently assigned by a GCSurplus Sales Officer based, GCSurplus personnel assigns a Sales Representative to the Client. Sales Representatives engage with the Client to review the Sales Request and asset information, and shipment of the item(s) to a Regional Sales Centre (where applicable) is approved.

While many surplus assets are sold from GCSurplus' Regional Sales Centres, for Clients in remote locations or for items that are difficult to ship and store (e.g. large aircraft), Clients may opt to retain the item at their location during the sale and for pick-up by the Customer. In this event, GCSurplus requires the Client to provide additional information on the asset within the Sales Request.

At present, Clients identify items in Sales Requests in a variety of ways (single item, multiple items, 'lot').

GCSurplus would like to enable Clients to include multiple items in a single Sales Request, but to enable these items to be subsequently triaged and staged to allow for individual sale or combination with other complementary items from other Sales Requests by GCSurplus. This triage should allow for data management of individual items by commodity.

Receipt and Triage

Receipt and Triage is the part of the sales cycle wherein GCSurplus personnel "receive" Client surplus assets at a Regional Sales Centre location. As noted, not all items are shipped to and sold from GCSurplus Regional Sales Centres. In these latter cases, it is required for GCSurplus personnel to verify asset information remotely.

Clients use a variety of private sector shipping agents to deliver surplus assets to GCSurplus locations; each with variability in their shipping manifests, waybills and associated documentation and systems.

Attachment 2 to Annex A

GC Surplus Business Process and Technology Overview

Surplus assets may be shipped individually (depending on size), however are often delivered in bulk from one (1) or multiple Client organizations and may be delivered in bins or tri-walls; with items variably sorted or unsorted. Where Client Sales Requests contain multiple items these items may be delivered to GCSurplus in one (1) or multiple separate deliveries at different dates and times.

Upon arrival of a delivery, GCSurplus Regional Sales Centre personnel inspect and formally receive the shipment. Sensitive assets (i.e. items not eligible for sale) are either refused delivery and returned to the Client organization, or may be 'flagged' and quarantined securely by GCSurplus personnel to arrange for later return to the Client organization, or are scrapped (as appropriate).

Items damaged beyond economic repair and items shipped by the Client which are not saleable (e.g. scrap) are segregated from saleable items and the Client is notified.

In this stage, GCSurplus personnel perform a variety of activities, including grouping like items for lot sales; organizing received surplus assets by seasonality (e.g. condition and store snowmobiles for sale prior to winter, etc.); separating restricted items for secure handling and sales (e.g. seized goods, used shell casings, etc.); and appropriately treat items based on their value (e.g. higher value items may require additional levels of security for handling / temporary storage at the sales centre, and may need to be flagged for insurance for shipping to the resulting buyer, and/or may necessitate additional terms and conditions of the sale process (e.g. deposits, proof of insurability, higher minimum bid price, etc.). GCSurplus personnel currently use an "Issue Tracker", which flags restricted or sensitive items for attention (e.g. requirement for proof of export for an item, etc.).

Initiate and Finalize Sales Listing

This stage encompasses the part of the sales cycle wherein GCSurplus personnel build upon the Sales Request(s) provided by the Client department/agency and prepare the physical items for sale. This may include taking photograph images of surplus assets to support the Sales Listing and attractiveness of items to potential Customers.

In this stage, GCSurplus personnel prepare the documentation required for the Sales process ("Initiate Sales Listing"). Sales Listings are created using the information and images or files provided by the Client in their Sales Request(s) as well as any amended or additional information and images or files prepared by GCSurplus personnel.

While Sales Listings are created based on Sales Requests there is not necessarily a one to one relationship between data captured in the Sales Request and its handling in the subsequent Sales Listing.

A Sales Listing includes some of the same fields and data provided by a Client in a Sales Request, as well as additional information input by GCSurplus personnel to maximize value to the Crown and Canadians through the coming sale process.

Images attached to Sales Listings include .jpg and other standard file formats. In addition to images, in Sales Listings it is also required to include r embedded documents or links such as scanned copies of condition reports, links to third party API's (e.g. VINQuery, etc.), websites (e.g. Carfax reports, etc.), any special conditions of sale, and the clauses of the resulting purchase agreement, etc. It is important to note that potential Customers may not possess the software applications (e.g. word processing software, etc.) or viewers (e.g. .pdf viewers, etc.) on their devices to readily view some file formats and as a result, all files must be accessible from within the Customers' browsers.

GCSurplus personnel may also consult with Clients on modifications to information provided in the Sales Request via traditional methods (e.g. telephone, e-mail, etc.).

Attachment 2 to Annex A

GC Surplus Business Process and Technology Overview

Tied to the Sales Listing but not visible to Customers are data input by GCSurplus personnel on the Type of Sale.

Types of Sales currently include:

- Tenders: Any registered GCSurplus Customer may bid on the item.
- Negotiated Sales: These sales are not accessible via on-line bidding. Customers are notified of the bidding opportunity and are currently validated manually. Following receipt of bids, GCSurplus personnel enter the award dollar value and select the successful Customer from the list of registered Customers for the sale. Payment for Negotiated Sales can be made online. GCSurplus personnel currently use the GCSurplus system to record all activities and data on these transactions from Sales Request to Reconciliation. It is required to have the ability to by-pass steps in the system process (e.g. online publication) to capture these Types of Sales.
- Period Contracts (bidding on recyclable materials)
- Auctions.
- Emergencies.

GCSurplus maintains a repository of standard terms and conditions clauses which are applicable to each of the different Types of Sales and/or commodities, retained within data tables in the system. Specific clauses are selected by GCSurplus personnel as part of the creation of the Sales Listing based on business rules and these clauses are attached (by automatic insert) to the Sales Listing.

Included in the above are both unconditional sales and sales with conditions. The latter may include, for example, a condition for the Customer to safely tear down or scrap a sold item on site prior to its removal from the GCSurplus Sales Centre or Client location.

Once a Sales Listing has been prepared by GCSurplus personnel, it undergoes a multi-level QA/QC review by GCSurplus personnel. Approvals required prior to publishing a Sales Listing are based on an authority grid maintained by GCSurplus. GCSurplus is seeking to streamline the QA/QC process.

On-line publication may occur upon approval of the Sales Listing, or may be scheduled for a later date and time to appropriately allocate workloads or maximize the potential of the Sale (e.g. scheduling sales based on seasonality of items, mitigating sales of multiple like items from different regions at the same time, etc.).

Sales Listing Closed (Online Bidding)

This stage is the part of the sales cycle where approved Sales Listings are published online to GCSurplus.ca for viewing and submission of bids by the general public (Customers) to the close of the bidding period due to elapsed time, cancellation or other conclusion of a sale. Bids are submitted by Customers electronically and are held in a closed and secure electronic location by GCSurplus prior to the close of sale. Bids submitted by Customers are not currently visible to other potential buyers or bidding Customers, nor unauthorized GCSurplus or Client personnel.

Award / Pay/Release

This is the stage of the sales cycle where the successful Customer is validated (manually) and notified of the Award of a Sale. Items awarded to successfully bidding Customers are then prepared for delivery or

Attachment 2 to Annex A

GC Surplus Business Process and Technology Overview

pick-up (as applicable) and payment is received by the Crown. Authorization to Award a Sale is subject to GCSurplus' delegation of authorities (a table of positions and individuals within the organization authorized to approve Sales of varying dollar values and commodity levels). Individuals must be authorized to award a Sale, otherwise a pop-up is displayed in the system which requires the Sales Representatives to request and receive a higher level of approval from within GCSurplus.

The majority of payments are currently processed by electronic deposit or credit card, however, cheque or cash may be accepted at time of pick-up in some instances.

Possession

Customers may either pick-up items from a GCSurplus Regional Sales Centre or from the Client's site (as applicable), or, where allowable, request shipping of items (where this option has been previously enabled by GCSurplus personnel at the Initiate Sales Listing stage). Currently, Clients arrange for shipping to Customers where this option is available. For some items (e.g. fragile, high risk), pick-up is the only allowable option for a Customer to take possession of their purchase.

In exceptional circumstances, surplus assets sold by GCSurplus on behalf of Clients may be returned by Customers and a full or partial refund may be provided to the Customer. Issue of a refund requires formal request and authorization by GCSurplus Regional Managers, with subsequent approval by other GCSurplus personnel. Like Award of Sales, authority to refund is also based on business rules tied to GC Surplus' delegation of authorities, maintained within the system. Where authorized by GCSurplus, refunds may be provided to customers by cheque or by electronic payment (e.g. based on the original method of payment). Record of any and all funds returned to Customers is retained by GCSurplus pursuant to section 33 of the Financial Administration Act.

Reconciliation

Reconciliation is the stage of the sales cycle where data on sold, paid for and picked-up items (and returns as applicable) are matched to funds received for appropriate transfer of funds to the originating Client. Proceeds of sale must be reconciled by GCSurplus and funds remitted to the originating Client with any commission to be retained by GCSurplus clearly identified, routed to the appropriate account(s)/cost centre(s), tracked and able to be reported on.

Currently reconciliation is completed manually by GCSurplus personnel and input into PWGSC's Financial System (Sigma) on a daily basis. Information is rolled-up monthly. GCSurplus personnel currently have real time access to financial information from reconciliation through Sigma. Clients are not presently able to access real time financial information, but are able to view their most recent reconciliation.

Appendix 1 to Annex “A”

Statement of Requirement (SOR)

**DEPARTMENT OF PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA (PWGSC)**

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**GOVERNMENT SURPLUS ONLINE AUCTIONING
SYSTEM (GCSurplus OAS)**

(included under separate cover)

ANNEX B

BASIS OF PAYMENT

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**GOVERNMENT OF CANADA SURPLUS ONLINE
AUCTIONING SYSTEM (GC Surplus OAS)
PROFESSIONAL SERVICES**

Annex B Basis of Payment

B.1 Introduction

This Annex specifies the basis of payment for requirements specified in Annex “A”, Statement of Work.

The Bidder hereby offers to perform and complete the work for the all-inclusive prices and per diem rates indicated below.

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.

B.2 Applicable Taxes (HST/QST)

All prices and amounts of money in the Contract are exclusive of all applicable taxes, unless otherwise indicated. The taxes are extra to the price and will be paid by Canada.

HST/QST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-related, exempt or to which HST/QST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of HST/QST paid or due.

B.3 Project Phase Firm Prices

For the Project Phase Work described in Annex A, Statement of Work:

For the firm price portion of the Work only, 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.

Payments will be done in accordance with the Contract. The schedule of milestones for these services is detailed in Table 1: Schedule of Milestones.

Details on the deliverables can be found in Annex A, Statement of Work, in Section 4.2 (Phase 1 – OAS Solution Project Phase).

Table 1: Schedule of Milestones and Associated Prices

*The Bidder is to complete the table below and the sum total of these firm prices for each milestone will be used to calculate the firm price to complete **Phase 1** (OAS Solution Project Phase) of the Work.*

Milestone #	Deliverable Description	Delivery Date	Firm Price ¹ (\$CAD)
A	B	C	D
1	Transition-In and OAS Solution Project Phase Plan (as per section 4.2 of the SoW).	No later than 30 days after Contract Award	<i>Bidder to insert sub-Total Amount.</i>

¹ Payment to be made upon Acceptance by Canada of Deliverable.

Milestone #	Deliverable Description	Delivery Date	Firm Price ¹ (\$CAD)
A	B	C	D
2	Content Migration Strategy Plan (as per section 4 of the SoW).	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
3	OAS Solution Design documentation (Entity-relationship diagrams, Technical Requirements confirmation document, and Solution architecture as per section 4 of the SoW)	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to inserted sub-Total Amount.</i>
4	Content Migration to the OAS Solution (Migration of all Department's Active and Pre-Identified Sales Records Content and System User Profile Information as per section 4 of the SoW)	In accordance with the Content Migration Strategy Plan timeline	<i>Bidder to insert sub-Total Amount.</i>
5	OAS "Core" Functionality Development (Configured OAS Solution to meet required Functional OAS Solution requirements and available desirable OAS Solution requirements, as defined within Appendix 1, Statement of Requirement) <i>Note – Required Functions are those indicated in the SOR as Mandatory (at Proposal) and Mandatory at Go-Live).</i>		
5.1	Sales: Process Sales Request (PSR) Assign Sales Request (ASR) Receipt and Triage (R&T) Initiate Sales Listing (IST) Finalize Listing	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
5.2	Payment Processing: Listing Closed/ Payment Payment Refund	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
5.3	Period Contracts	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
5.4	Administrative Interfaces: Solution Administration User Account Administration Customer "My Account" Message Centre	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
5.5	Notification and Alerts	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
5.6	Reporting & Business Intelligence	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>

Milestone #	Deliverable Description	Delivery Date	Firm Price ¹ (\$CAD)
A	B	C	D
5.7	Solution Support	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
5.8	Solution Templates	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
5.9	Solution Architecture and Navigation	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
6	OAS Solution Documentation and Training (Delivery of GCSurplus user training and enabling of Client user training and online 'how to's for Customer Users in the OAS Solution)	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
7	OAS Solution Testing (Test Environment, Test Plans and Test Scripts, all applicable solution testing during functionality development).	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
8	Pre Launch Readiness (Final Content Migration, User Acceptance Testing for Sign-Off of the OAS Solution, preparation for service cutover)	In accordance with the Revised Transition-In and OAS Solution Project Phase Plan	<i>Bidder to insert sub-Total Amount.</i>
9	Production Launch (Successful cutover of service delivery to OAS Solution)	No later than 18 months following Contract Award (Service Commencement Date)	<i>Bidder to insert sub-Total Amount.</i>
10	Completion of Launch and Software Warranty Period (Successful completion of first 90 days of OAS Solution fully operation in Production environment)	Production Launch + 90 days	<i>Bidder to insert sub-Total Amount.</i>
Firm all inclusive price for the provision of the Project Phase (GST/HST extra):			= \sum (Column D)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract in relation to the work required to successfully complete **Phase 1** (OAS Solution Project Phase, as set out in the Statement of Work), the Contractor will be paid *upon acceptance by Canada* a firm price for a cost of \$_____ (*amount will be inserted at Contract Award, from the table above*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

B. 4 Operational Phase

For the provision of Operational Phase Work as specified in Annex A, Statement of Work, the Contractor will be paid in accordance with the firm all-inclusive fee structure set out in Table 2 (below), GST/HST extra.

The firm, all-inclusive fees shall be inclusive of all related Contractor services and activities to support and enable an online auctioning service and functionality including support described in the SOW for the time period given.

Canada may, by giving notice to the Contractor, re-negotiate the Contractor's Ceiling Prices for its yearly firm percentage fees for Contract Option Years 6 – 10 (as indicated below) at each Option Year, prior to exercising an option to extend the Contract.

Option 1

These **per-transaction fees** will be established based on the Commodity Type of the Sale Item (i.e. Vehicle versus non-Vehicle) and the Total Dollar Value of the completed Sale (i.e. Sale Price). A fee will be charged to the Seller, as set out below, which will be deducted from the Seller's applicable, completed Sale Price. A fee will be charged to the Customer (Buyer), as set out below, as a surcharge on the Final Sale Price.

Table 2 a: Operational Phase Percentage-of-Sale Based Fees (Option 1)

The Bidder is to complete the table below.

No.	Sales Fees (%)	Unit Price – Firm Percentage Fee on Sale Price (\$CAD)	Ceiling Price – Ceiling Percentage Fee on Sale Price (\$CAD)
		Initial Contract Term	Contract Option Periods
		Years 1 - 5	Years 6 - 10
1	Vehicle Sale – Seller Per Transaction Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
2	Vehicle Sale – Buyer Per Transaction Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
3	Non-Vehicle Sale – Seller Per Transaction Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
4	Non-Vehicle Sale – Buyer Per Transaction Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>

Option 2

These **per-transaction fees** will be established based on the Commodity Type of the Sale Item (i.e. Vehicle versus non-Vehicle) and the Total Dollar Value of the completed Sale (i.e. Sale Price). A fee will be charged to the Seller (calculated as a percentage of the final Sale Price of the item) as set out below. The Seller Fee will be deducted from the Seller's applicable, completed Sale Price.

Table 2b: Operational Phase Percentage-of-Sale Based Fees (Option 2)

The Bidder is to complete the table below.

No.	Sales Fees (%)	Unit Price – Firm Percentage Fee on Sale Price (\$CAD)	Ceiling Price – Ceiling Percentage Fee on Sale Price (\$CAD)
		Initial Contract Term	Contract Option Periods
		Years 1 - 5	Years 6 - 10
1	Vehicle Sale – <i>Seller Per Transaction Fee</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
2	Non-Vehicle Sale – <i>Seller Per Transaction Fee</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>

Option 3

These fees will be established based on the Commodity Type of the Sale Item (i.e. Vehicle versus non-Vehicle) and the Total Value of Annual Sales completed via the Online Auctioning Solution.

Contractor **annual fees** shall be set in accordance with the ranges of Annual Sales Targets set out in the table below and as otherwise adjusted and agreed upon in annual review meetings between the Contractor and GCSurplus as formalized through a contract amendment. Total sales values will be calculated annually, but paid monthly based on an initial established Annual Sales Target based on projected sales for the target period (projections will be on historic sales values for the previous 24 month period as well as business planning sales targets for any anticipated growth).

There will be a quarterly review and reconciliation process to determine if sales are on pace to meet the pre-established sales targets (and are therefore in the correct fee category).

Where necessary, based on sales for the period or yearly aggregate either exceeding or falling short of the projected sales target, there may be a periodic payment adjustment to address situations where actual sales are not in agreement with the fee schedule being charged by the Contractor. This periodic adjustment may result in either payment of additional fees to the Contractor (for sales above the target) or a rebate or reduction in fees for the next invoice periods, as a result of previous overpayment where sales are less than projected targets.

A final yearly reconciliation process will also be undertaken to confirm final payments have been correctly adjusted.

Table 2c: Operational Phase Percentage-of- Annual Sale Value Based Fees (Option 3)

The Bidder is to complete the table below.

No.	Sales Fees (%)	Unit Price – Firm Percentage-Fee on Annual Sale Value (\$CAD)	Ceiling Price – Ceiling Percentage-Fee on Annual Sale Value (\$CAD)
		Initial Contract Term	Contract Option Periods
		Years 1 - 5	Years 6 - 10
1	Annual Sale Value in excess of \$40,000,000.00 CAD		
1.1	Vehicle Sale – <i>Seller Annual Fee</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
1.2	Non-Vehicle Sale – <i>Seller Annual Fee</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>

No.	Sales Fees (%)	Unit Price – Firm Percentage-Fee on Annual Sale Value (\$CAD)	Ceiling Price – Ceiling Percentage-Fee on Annual Sale Value (\$CAD)
		Initial Contract Term	Contract Option Periods
		Years 1 - 5	Years 6 - 10
2	Annual Sale Value \$20,000,000.00 - \$40,000,000.00 CAD		
2.1	Vehicle Sale – Seller Annual Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
2.2	Non-Vehicle Sale – Seller Annual Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
3	Annual Sale Value \$10,000,000.00 - \$19,999,999.99 CAD		
3.1	Vehicle Sale – Seller Annual Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
3.2	Non-Vehicle Sale – Seller Annual Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
4	Annual Sale Value \$0.01 - \$9,999,999.99 CAD		
4.1	Vehicle Sale – Seller Annual Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
4.2	Non-Vehicle Sale – Seller Annual Fee	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>

It is anticipated that the Contractor's Sales Fees should decrease as Annual Sales Value increases.

Where the actual sales are in excess of Annual Sales Targets contract incentive payments (as discussed in section B.6) may apply.

B.5 Optional Services

For the provision of OAS Optional Services / Solution Enhancements as specified in Annex A - Statement of Work – Section 4.5, to be provided on as and when requested basis through Task Authorization, the Contractor will be paid as follows:

a) Professional Services:

Depending on the Basis of Payment specified in the applicable approved Task Authorization, one of the following will apply:

Professional Services provided under a **Task Authorization with a Maximum Price**: For professional services requested by Canada, in accordance with an approved 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 Table 3 included in this Annex, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday. All fixed, all-inclusive rates and prices must include all payroll, overhead costs and profits to complete the work.

Professional Services provided under a Task Authorization with a Firm Price:

For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Table 3), GST/HST extra.

Table 3: Professional Services Per Diems

The Bidder is to complete the table below.

No.	Category of personnel	Firm Unit Price – Resource Per Diem Rates (\$CAD)									
		Initial Contract Term					Contract Option Periods				
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	Implementation Project Manager	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
2	Systems Manager	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
3	Business Analyst	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
4	Technical Architect	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
5	Data Conversation Specialist	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
6	Programmer / Software Developer	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
7	Tester	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>
8	Instructor	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>	<i>Bidder to insert amount</i>

Pre-Authorized Travel and Living Expenses:

Canada will not pay any travel or living expenses associated with performing the Work within the National Capital Area.

Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work outside the National Capital Area, 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 Contracting and Project Authority. All payments are subject to government audit. The Contractor will not be able to charge for time spent travelling at the per diem rates set out in the resulting Contract.

Definition of a Day/Proration

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the fixed daily rate must be prorated to reflect the actual time worked.

The formula is as follows:

$$\frac{\text{Hours worked}}{7.5 \text{ hours}} \times \text{applicable firm all-inclusive per diem rate}$$

b) Optional Services for Enhancement to the Solution.

When required, GCSurplus may issue Task Authorizations for additional services related to enhancements or changes to the service that are part of the resulting contract.

Professional Services provided under a Task Authorization with a Firm Price:

For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive prices set out in Table 4 below), ALL APPLICABLE TAXES/HST extra. . Please see Appendix 1 to Annex A (Statement of Requirements) for a more detailed description of the **Optional / Future Service** elements sought in relation to this requirement.

Table 4: Optional Services Unit Prices

The Bidder is to complete the table below. The Bidder is to price all indicated optional (rated) functions not included within the OAS Solution as of the Service Commencement Date

Item No.	SOR #	Functionality / Requirement Description	Firm Unit Price (\$CAD)
1	PSR ASP R&T IST FL Customer	Sales: Process Sales Request Assign Sales Request Receipt and Triage Initiate Sales Listing Finalize Listing	<i>Bidder to insert amount</i>
2	LC/P P R	Payment Processing: Listing Closed/ Payment Payment Refund	<i>Bidder to insert amount</i>
3	PC	Period Contracts	<i>Bidder to insert amount</i>
4	A UAA CMA MC	Administrative Interfaces: Solution Administration User Account Administration Customer "My Account" Message Centre	<i>Bidder to insert amount</i>
5	N	Notification and Alerts	<i>Bidder to insert amount</i>
6	BI R	Reporting & Business Intelligence	<i>Bidder to insert amount</i>
7	S	Solution Support	<i>Bidder to insert amount</i>
8	ST	Solution Templates	<i>Bidder to insert amount</i>
9	CASS	Solution Architecture and Navigation	<i>Bidder to insert amount</i>

B.6 Contract Incentive Payments

In addition to adhering to the OAS Solution Availability, Performance and Service Standards identified in Section SW9.0 of the Statement of Work (Annex "A"), it is expected that the Contractor shall work collaboratively with Canada to actively grow and enhance the GCSurplus business using the GCSurplus.ca solution.

For the purpose of performance enhancement and associated measurement of performance, Canada's objectives include:

- (a) Increased revenue and value to Canadians attained through the sale of Surplus Crown Assets;
- (b) Reduced cost to Canada associated with the sale of Surplus Crown Assets, operation of the GCSurplus business and provisioning of the GCSurplus.ca solution;
- (c) Support to Canada's policy objectives and direction; and
- (d) Appropriate sharing of risk and reward achieved through leveraging of shared investments, active collaboration and mutual reinvestment.

Establishment of Key Performance Indicators and Performance Targets

Key Performance Indicators (KPIs), performance benchmarks and, where appropriate, performance targets and incentives, will be established jointly between Canada and the Contractor and will be used jointly to plan, monitor, measure, and adjust the performance of the GCSurplus.ca solution to continue to deliver enhanced business outcomes over time. Preliminary KPIs, performance benchmarks, and where applicable, performance targets and incentives, will be established jointly between Canada and the Contractor during the Project Implementation Phase (Phase 1) of the contract.

It is anticipated that KPIs will be established based on, but not necessarily limited to, the following factors:

- 1) Historic dollar value of successfully completed sales: per commodity, per sub-commodity, per Region;
- 2) Historic volume and profile (e.g. number and nature of items declared surplus) of Clients;
- 3) Historic volume of Customers bidding on Sales Listings: per commodity, per sub-commodity, per Region;
- 4) Number of 'hits' (unique page views) on Sales Listings by Customers: per commodity, per sub-commodity, per Region;
- 5) Client satisfaction;
- 6) Number and nature of Client and Customer complaints;
- 7) Cost(s) to Canada associated with the operation of GCSurplus.ca; and
- 8) Other related factors.

Following the agreement between Canada and the Contractor on the KPIs, Canada and the Contractor will work together to confirm performance benchmarks (i.e. expected or historic performance achieved against the identified KPIs) and, where appropriate, performance targets (i.e. anticipated or future performance to be achieved against the identified KPIs).

Performance Incentives

Where appropriate, Canada will consider incorporation of **contract incentive payments** to be paid to the Contractor where the Contractor's performance is found, upon review by Canada, to be above and beyond that identified within the agreed upon annual Key Performance Indicators

(KPIs), performance benchmarks and, where applicable, performance targets and incentives and is of value to Canada.

The establishment of KPIs, performance benchmarks and performance targets, and any contract incentives, will be as agreed upon between Canada and the Contractor each fiscal year of the contract, prior to the start of that fiscal year. The incorporation of all KPIs, performance benchmarks and performance targets into the contract are subject to final acceptance by Canada and will be undertaken via a **formal Contract amendment**.

Following the first 90 days in which the OAS Solution is operational, over the course of each Contract year, the Contractor shall actively monitor and measure the performance of the GCSurplus.ca solution and Contractor services against the established KPIs, performance benchmarks, and where applicable, performance targets. The Contractor must report on its performance against these measures to GCSurplus on a quarterly basis.

The Contractor and Canada will meet annually to review the performance of the contract against the KPIs, performance benchmarks and any performance targets established for the previous contract fiscal year and identify eligibility of the Contractor to receive any contract incentive payments (where incorporated) and verification of performance.

Review of the previous fiscal year's performance will include review, discussion and confirmation of KPIs, performance benchmarks, performance targets and any contract incentives to be incorporated into the contract for the then current fiscal year; to appropriately reflect the priorities of the GCSurplus business for the fiscal year. This discussion will also include consideration of any mutual reinvestment of any revenues associated with enhanced GCSurplus business performance into the GCSurplus.ca solution and related services.

Performance measurement and any associated financial reconciliation are subject to the ability of both parties (Canada and the Contractor) to request an independent audit of performance against the established KPIs, performance benchmarks and performance targets. Where this condition is exercised, the services of an independent third party mutually agreed upon between Canada and the Contractor will be retained. Canada and the Contractor shall agree upon the share of costs to be borne by each respective party.

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**GOVERNMENT OF CANADA SURPLUS
ONLINE AUCTIONING SYSTEM (GCSurplus
OAS)
PROFESSIONAL SERVICES**

ANNEX D

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

DRAFT REQUEST FOR PROPOSAL EN578-140437/001/XS

GOVERNMENT OF CANADA SURPLUS ONLINE AUCTIONING SYSTEM (GCSurplus OAS) PROFESSIONAL SERVICES

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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
 - 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 HRSDC-Labour.
- OR**
- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, pT Aeed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-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)

ANNEX E

TASK AUTHORIZATION FORM

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**GOVERNMENT OF CANADA SURPLUS
ONLINE AUCTIONING SYSTEM (GCSurplus
OAS)
PROFESSIONAL SERVICES**

ANNEX F

RESPONSE TABLES TECHNICAL EVALUATION CRITERIA

**DEPARTMENT OF PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
(PWGSC)**

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**GOVERNMENT SURPLUS ONLINE
AUCTIONING SYSTEM (GCSurplus OAS)**

1.0 MANDATORY REQUIREMENTS

A Bidder's Proposal **MUST** meet **ALL** Mandatory Requirements in order for the Proposal to be deemed compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements will result in its Proposal being deemed non-compliant, with the Proposal being given no further consideration.

DEFINITIONS

The following definitions apply to the Criteria, below:

- a) **“Must”** refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by **“must”** within its Proposal will result in the Proposal being deemed non-compliant and no further consideration given.
- b) **“Should”** refers to a rated criteria. Failure on the part of the Bidder to provide the information requested by **“should”** within its Proposal or to demonstrate that it meets the element expressed by **“should”** may result in the Bidder receiving less than full points on any Point-Rated Criteria. Bidders are encouraged to address all elements expressed by **“should”**.

One (1) **year** is defined as twelve (12) cumulative months.

All dates are based on the **posting date of the RFP**.

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
<p>M1. BIDDER PROFILE</p> <p>1.1 The Bidder MUST provide an identification of all parties to the Proposal, including, as applicable, all joint venture or consortia members, partners or subcontractors that will be involved in the performance of the Work on the Bidder's behalf.</p> <p>1.2 The Bidder MUST demonstrate the Bidder's existing capability (either in-house or subcontracted), that has been in place for at least the past three (3) years (calculated as of the posting date of the RFP), to undertake all of the following services:</p> <p>1.2.1 Provision of an externally hosted Online Auction Service of a similar nature to that described in Annex A (Statement of Work);</p> <p>1.2.2 Provision of software tools for warehousing and inventory management purposes similar to those described in Annex A (Statement of Work); and</p> <p>1.2.3 Provision of online order processing and fulfilment services (including the provision of an electronic storefront interface) similar to those described in Annex A (Statement of Work).</p> <p>1.3 In order to demonstrate compliance with the requirement that the implemented Online Auctioning Service (OAS) solution's databases be located wholly in Canada, the Bidder MUST identify the physical location(s) of its hosting environments (i.e. its primary and secondary/failover sites), including its constituent databases, which it</p>		

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
would use for this requirement. <i>P.O. Boxes will not be considered as valid postal addresses of service delivery.</i>		
<p><i>The Bidder is encouraged to provide a brief Corporate Profile that articulates the following information:</i></p> <ul style="list-style-type: none"> ▪ <i>Company Overview (e.g. incorporation date, annual sales);</i> ▪ <i>Locations of Business in Canada and internationally;</i> ▪ <i>Client breakdown (e.g. industries served, number of users/clients);</i> ▪ <i>Client Services Model; and</i> ▪ <i>Other relevant Awards and Certifications.</i> 		

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
<p>M2. BIDDER GOVERNANCE</p> <p>2.1 The Bidder MUST provide a brief overview of the Bidder's proposed management and governance structure as it relates to the delivery of the hosted GCSurplus.ca Online Auctioning Service (OAS) Solution, as described in the Statement of Work.</p> <p>2.2 The Bidder MUST describe how it will work collaboratively with Canada to actively grow and enhance the GCSurplus business using the GCSurplus.ca OAS Solution for mutual benefit.</p>		
<p><i>The Bidder should provide an organization structure schematic to illustrate its description.</i></p> <p><i>This description should include decision-making processes, accountabilities and reporting relationships between the various entities involved in the performance of the Work (e.g. joint venture or consortia members, partners or subcontractors).</i></p>		

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
<p>M3. DRAFT TRANSITION-IN AND OAS SOLUTION PROJECT PHASE PLAN</p> <p>3.1 The Bidder MUST submit its proposed approach and associated work breakdown structure (WBS) for the following:</p> <p>3.1.1 The draft Transition-In and OAS Solution Project Phase Plan for the proposed OAS solution for the period from Contract award up until the Service Commencement Date for use of the solution by GoC Clients, Customers and the general public (as described within the Statement of Work).</p> <p>3.1.2 The Bidder's proposed training approach to address the training requirements described in section 4.0 of the Statement of Work.</p>		
<p><i>The Bidder is encouraged to provide the followed pertinent information within the narrative accompanying its project plan and work breakdown to complete the project up to the "go-live" Service Commencement Date at the end of Phase 1, including:</i></p> <ul style="list-style-type: none"> ▪ <i>Critical paths and key milestones are clearly identified;</i> ▪ <i>Milestones are linked to the expected deliverables;</i> ▪ <i>Identified time frames and levels of Bidder resource allocation necessary to complete the work within GCSurplus' identified timeframe are reasonable and realistic; and</i> ▪ <i>Identified gap areas and input or feedback required from GCSurplus resources to complete the work is identified within the plan.</i> ▪ <i>The proposed Plan may include a matrix and / or time line chart (i.e. Gantt chart).</i> 		
<p><i>Bidders are reminded that no pricing is to be included within the Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.</i></p>		

MANDATORY REQUIREMENTS	COMPLIANT (YES/NO)	PAGE #
<p>M4. SUPPORT SERVICES</p> <p>4.1 The Bidder MUST provide a brief description of the Bidder's offered Support Services that comply with the stipulated hours and means of service (as described in Sections 3.0 and 9.0 of the SOW) for the provision of Online Auctioning Services.</p> <p>4.2 The Bidder MUST include a description of its methodology for each of the following:</p> <p>4.2.1 Problem triaging procedures, for identifying sales or business process questions (for direction to GCSurplus to address) versus technical or administrative questions (to be handled by the Bidder);</p> <p>4.2.2 Problem reporting procedures (for notifying GCSurplus of service interruptions, etc.); and</p> <p>4.2.3 Escalation procedures to address unresolved problems.</p>		
<p><i>Bidders may also describe any other information considered relevant, including any enhancements to the</i></p>		

basic support requirements offered.

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
<p>M5. SOLUTION SERVICE STANDARDS</p> <p>5.1 The Bidder MUST include a description of its methodology for providing and reporting compliance with the expected maintenance and support performance and service requirements, as described within Section 9.0 of the Statement of Work, for the proposed OAS Solution, including:</p> <p>5.1.1 Web service uptime / availability for the Bidder's externally hosted solution;</p> <p>5.1.2 Planned and Emergency maintenance;</p> <p>5.1.3 Incident management; and</p> <p>5.1.4 Data and platform backup.</p> <p>5.2 The Bidder MUST describe its application failover architecture and its Disaster Recovery Plan (DRP) related to the Bidder's proposed hosted solution that is in alignment with the standards identified in Section 9.0 of the Statement of Work.</p>		

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
<p>M6. BIDDER RESOURCE TEAM</p> <p>6.1 The Bidder MUST identify all key management and supervisory roles it plans to use in the provision of the work under Phase 1 (OAS Solution Project Phase) to deliver GCSurplus' requirement for the Online Auctioning Service (OAS) Solution.</p> <p>6.1.1 While the Bidder's "core team" (key personnel) that the Bidder has determined is necessary to complete the work under Phase 1 may consist of any number of the resource categories described in Section 6.0 of the Statement of Work, the Bidder's proposed "core team" of resources MUST include the following resource categories at a minimum:</p> <p>a) One (1) Service Delivery Manager;</p> <p>b) One (1) Implementation Project Manager;</p> <p>c) One (1) System Manager;</p> <p>6.1.2 The Bidder MUST provide a detailed Curriculum Vitae (CV) for <u>each</u> of these three (3) named resources.</p> <p>6.1.3 Each of these named resources MUST meet the Minimum Qualifications of the Resource Category in which they are proposed, as specified in the SOW (and as reproduced in M7 for the resource categories listed above).</p> <p>6.2 For the provision of the work under Phase 1, the Bidder MUST identify the composition (i.e. which resource categories) of the remainder of its proposed "core team" and describe the reporting hierarchy of its team. <i>The Bidder should provide brief descriptions (e.g. 3-4 bullets) for each of</i></p>		

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
<p><i>the key resource categories it would utilize.</i></p> <p>6.3 The Bidder MUST commit to making the named “core team” of resources (key personnel) identified in requirement 6.1 available to undertake work for this Online Auctioning Service (OAS) Solution project on a full-time or close to full-time basis within one (1) month of contract award.</p>		
<p><i>Only the first proposed resource within the Bidder's Proposal for <u>each</u> Category listed above under requirement 6.1.1 will be evaluated under this Mandatory Requirement Factor, and any corresponding Point-Rated Criteria, if applicable. This named resource will be the one expected to complete the work under any resultant Contract unless a suitable reason for resource replacement is given (subject to acceptance by GCSurplus).</i></p> <p><i>Additional qualified Bidder resources <u>may</u> be provided to show Bidder capacity and the ability to provide additional, replacement or backup resources in relation to the Bidder's “core team” however these resources will not be evaluated. The proposed resource for evaluation should be clearly identified within the Bidder's Proposal otherwise the resources will be evaluated in the order first presented in the Bidder's Technical Proposal.</i></p>		

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
<p>M7. RESOURCE QUALIFICATIONS</p> <p>7.1 Each Resource proposed in compliance with Mandatory Requirement M6 (above) MUST meet the minimum qualifications for their applicable Resource Category as described in the Statement of Work, as follows:</p> <p>7.1.1 Service Delivery Manager:</p> <ul style="list-style-type: none"> a) MUST possess at least two (2) years experience with the Bidder's Online Auctioning Service (OAS) Solution. b) MUST possess a senior-level decision-making authority within the Bidder's organization to ensure timely and appropriate escalation and resolution of issues and inquiries from GCSurplus. c) MUST possess experience performing a related role involving similar services to those described within Section 6.1.1 of the Statement of Work, for at least five (5) years within the past ten (10) years (based on the posting date of the RFP). <p>7.1.2 Implementation Project Manager:</p> <ul style="list-style-type: none"> a) MUST possess at least ten (10) years work experience as a Project Manager or related role. b) MUST possess at least two (2) years experience managing or leading the implementation of the Bidder's OAS Solution, including providing management and oversight of teams of cross-functional resources (based on the posting date of the RFP). c) MUST possess at least ten (10) years work experience as a Manager or related role, responsible for transitioning service delivery from one (1) or more legacy systems to a third-party 		

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
<p>externally hosted and maintained solution (based on the posting date of the RFP).</p> <p>d) MUST possess, within the last five (5) years:</p> <p>i) at least six (6) months project management experience in legacy system transition projects for Canadian government organizations (Federal, Provincial, Territorial, or Municipal)</p> <p>OR</p> <p>at least six (6) months project management experience in legacy system transition projects for Public Sector organization clients.</p> <p>7.1.3 System Manager:</p> <p>a) MUST possess at least ten (10) years work experience as a Systems Manager or related role (based on the posting date of the RFP).</p> <p>b) MUST possess at least two (2) years experience with the Bidder's OAS Solution (based on the posting date of the RFP).</p> <p>c) MUST possess, within the last five (5) years:</p> <p>i) at least six (6) months systems experience in legacy system transition projects for Canadian government organizations (Federal, Provincial, Territorial, or Municipal)</p> <p>OR</p> <p>at least six (6) months project management experience in legacy system transition projects for Public Sector organization clients.</p>		
<p><i>It is the sole responsibility of the Bidder to ensure that submitted CV's are sufficiently detailed to enable a full evaluation of proposed resources. Failure to provide sufficient information may render the bid non-compliant and the Proposal will be given no further consideration.</i></p> <p><i>Bidders are encouraged to provide a summary or chart, directly linking each proposed Resource's skills and experience with the minimum qualifications to assist GCSurplus in the location of information within the Proposal.</i></p>		

MANDATORY CRITERIA	COMPLIANT (YES/NO)	PAGE #
<p>M8. DEMONSTRATED EXPERIENCE</p> <p>8.1 The Bidder MUST demonstrate its experience in the provision of Online Auctioning Service (OAS) Solution(s) through the provision of three (3) written project summaries which took place in the past five (5) years, as calculated from the closing date of this RFP.</p> <p><i>Additional Project Summaries beyond the three (3) required will not be evaluated against this criterion.</i></p> <p>8.2 Projects may be ongoing but all projects MUST have been a minimum of six (6) months in length at the time of the closing date of this RFP.</p>		

<p>8.3 Projects cited MUST involve software products to which the Bidder has the right to license or offer a subscription for access to (either through direct ownership as the software publisher or through a signed agreement with the software publisher).</p> <p>8.4 At least one of the three (3) projects MUST have involved the provision of a bilingual solution, with interfaces in both English and a second language.</p> <p>8.5 Within <u>each</u> project summary provided, the Bidder MUST indicate the following information:</p> <p>8.5.1 The name of the client organization for whom the work was undertaken;</p> <p>8.5.2 The start and end dates of the project (dates should be identified by month and year – for example March 2008 – February 2011 and should indicate the project duration – for example 36 months).</p> <p>8.5.3 A brief description of the scope of the project (such as but not limited to client objectives, challenges encountered, risks mitigated, technologies utilized, standards adhered to, etc.);</p> <p>8.5.4 A description of the Bidder's software product(s) used in the project (including version number or release date). The description should include how the software used in the cited project offered functionality that was the same as, similar to, or different from that of GCSurplus' requirement.</p> <p>8.5.5 The name and valid contact information (which may include either a telephone number or e-mail) of a resource who is able to confirm successful implementation of the solution for the client, if contacted by Canada during the evaluation process.</p> <p>a) The named individual identified as a Client Contact for the cited project MUST be (or have been at time of the work) a resource affiliated with the identified client organization to which the work was delivered. The Client Contact cannot be a member or affiliate of the Bidder's organization or Joint Venture Partner organization, or a sub-Contractor of the Bidder.</p> <p>b) The named individual identified as a project Client Contact MUST have held a position of authority or oversight within the client organization for the work undertaken by the Bidder in relation to the referenced project.</p>		
<p><i>Canada reserves the right to contact the named project client contact(s) to verify the information contained within the submitted project summaries.</i></p> <p><i>In the event that any one (1) cited client contact provides a negative response in regard to the veracity and/or accuracy of the information contained within the Bidder's submitted project summary, Canada reserves the right to deem the Bidder's proposal non-compliant, whereupon no further consideration will be given.</i></p>		

MANDATORY REQUIREMENT	PAGE #	COMPLIANT (YES/NO)
<p>M9. SOLUTION FUNCTIONALITY</p> <p>9.1 The Bidder MUST include a complete list identifying the vendor, name and the version number of each software component (including any third party products or component licenses) required to provide the functionality of its offered Online Auctioning Service (OAS) Solution that meets GCSurplus' requirements.</p> <p><i>No prices or costs are to be included in the Bidder's Technical Proposal. Inclusion of any prices or costs of any kind will result in the Bidder's proposal being deemed non-compliant.</i></p> <p>9.2 The Bidder's Online Auctioning Service (OAS) Solution and related-equipment MUST be Payment Card Industry Data Security Standards (PCI-DSS) certified. Provide evidence of compliance with this standard by submission of a current:</p> <ul style="list-style-type: none"> ▪ PCI Compliance Certificate issued by a Qualified Security Assessor (QSA). <p>OR</p> <ul style="list-style-type: none"> ▪ Attestation of PCI Compliance document. <p>9.3 Using the response template provided in Appendix 1 (Statement of Requirement) the Bidder MUST demonstrate compliance with each of the technical and functional features of the Online Auctioning Service solution that are marked as "Mandatory at time of Proposal."</p> <p>9.4 The Bidder MUST provide a Test Plan for use by the GCSurplus Evaluation Team during any requested Proof of Proposal testing phase. <i>The Test Plan should address both the Mandatory and Rated functionality of the system, as set out in Appendix 1.</i></p>		
<p><i>Acceptable evidence of solution capability includes (but is not limited to) referencing where the required functionality is described within a User Manual or Technical Specification document (provided the document is included as an annex within the Bidder's Proposal), or by including screen shots of the Bidder's COTS solution showing the required functionality, within the Bidder's Proposal.</i></p> <p><i>Videos demonstrating solution functionality may be provided in softcopy on a CD / DVD included within the Technical Proposal. URL links to the Bidder's website will not be considered by the Evaluation Team.</i></p>		

2.0 POINT-RATED CRITERIA

Bidders who meet all of the above Mandatory Criteria will be evaluated and point-rated against the following Criteria, using the Evaluation Details and maximum values specified in each Criterion.

Each Bidder will be evaluated independently against all Point-Rated Criteria.

Proposals must receive a minimum total score of 330 / 550 or **60%** on Point-Rated Criteria **R1** to **R6**, inclusive, in order for Bidders to be evaluated against Point-Rated Criterion **R7**. Failure to meet this pass mark on Point-Rated Criteria **R1** to **R6**, inclusive, will result in the Bidder being deemed non-compliant, and no further consideration will be made.

Further, Proposals must receive a minimum total score of 805 / 1150 or **70%** on Point-Rated Criteria **R1** to **R7**, inclusive, in order for Bidders to be considered for Contract Award. Failure to meet this pass mark on Point-Rated Criteria **R1** to **R7**, inclusive, will result in the Bidder being deemed non-compliant, and no further consideration will be made.

2.1 Rating Scale

Information that is only a repetition, paraphrasing or other re-wording of information in this RFP will result in a score of 0 for that Point-Rated Criterion's evaluation factor, as applicable.

Except where the scoring methodology provides an alternate process (e.g. X years of experience = Y points) the Point Rated Requirements will be evaluated using the scale below.

Each evaluation factor so assessed will be assumed to be 'Excellent,' with points being taken away proportionate to the value of the evaluation factor. For example, where the maximum point value for an evaluation factor is worth a maximum score of 15 points: Excellent=15, Good=12.75, Satisfactory=10.5, and so on. Where the maximum point value for an evaluation factor is 10: Excellent=10, Good=8.5, Satisfactory=7, and so on. Points will be rounded using standard mathematical methods to two (2) decimal places, when required.

Excellent 86 - 100% of the available score	The response is complete in that it addresses and provides exceptionally relevant supporting detail for each of the factors; therefore, the response is considered to have outstanding merit.
Good 71 - 85% of the available score	The response is complete in that it clearly addresses and provides some relevant supporting detail for each of the factors; therefore, the response is considered to have a good level of merit.
Satisfactory 51 - 70% of the available score	The response is complete in that it clearly addresses in some detail each of the factors while providing some supporting detail for most of these factors; therefore, the response is considered on balance to have satisfactory merit.
Minimal 26 - 50% of the available score	The response is not complete in that it fails to fully address some of the factors; it is not clear or is incomplete; therefore, the response is considered to have insufficient merit.
Poor 1 - 25% of the available score	The response is not complete in that it fails to address all the factors and only nominally addresses some factors; therefore, the response is considered to have very little merit.
Not indicated / Unsatisfactory 0% of the available score	No response was received or the response does not address any of the factors; therefore, the response cannot be considered to have any merit.

2.2 DEFINITIONS

The following definitions apply to the Criteria, below:

- a) **“Must”** refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by **“must”** within its Proposal will result in the Proposal being deemed non-compliant and no further consideration given.
- b) **“Should”** refers to a rated criteria. Failure on the part of the Bidder to provide the information requested by **“should”** within its Proposal or to demonstrate that it meets the element expressed by **“should”** may result in the Bidder receiving less than full points on any Point-Rated Criteria. Bidders are encouraged to address all elements expressed by **“should”**.

One (1) **year** is defined as twelve (12) cumulative months.

All dates are based on the **posting date of the RFP**.

Point-Rated Criterion	Points	Scoring
R1 Previous Experience of the Bidder (Project Summaries)		
<p>The three (3) projects provided in compliance with Mandatory Requirement M8 will be evaluated. Points will be awarded, up to a maximum of 255 points, based on the extent to which the cited project summaries are relevant and similar to the requirements as described within the SOW with regard to the following specific factors.</p> <p><i>Additional Project Summaries within the Bidder's Technical Proposal beyond the three (3) required in M8 will not be evaluated against this criterion.</i></p> <p><i>Points are cumulative but will not be awarded above the maximum value indicated in each evaluation factor below.</i></p>		
a) The similarity and relevance of the reference client organization for which the Bidder provided services (up to 5 points/project);	15	<p><i>Client Organization:</i></p> <p>5 points/project - Government of Canada organization (Federal Department, Agency or Crown Corporation) OR similar government organization for other countries</p> <p>3 points/project – Other non-federal public sector entity (Provincial/ Territorial/ other MASH sector entity such as a Municipality, School Board) OR similar government organization for other countries</p> <p>0 points/project – Private sector organization</p>
b) The range and complexity of the client's commodity management requirements (up to 15 points/project);	45	<p><i>Up to 3 points for each of the following elements within the listed project:</i></p> <ol style="list-style-type: none"> i. Items included personal and fleet vehicle sales, including VIN number lookup; ii. Items included commercial, agricultural and other vehicular types of machinery, parts and accessories; iii. Items included office equipment or furniture; iv. Items included computer or electronic equipment, parts and accessories; v. Inventory control requirements for the intake, storage and release of items.

Point-Rated Criterion	Points	Scoring
R1 Previous Experience of the Bidder (Project Summaries)		
c) The scope, range and complexity of the Bidder's software solution (up to 35 points/project);	105	<p><i>Up to 5 points for each of the following elements within the listed project:</i></p> <ul style="list-style-type: none"> i. Large (80,000 or larger) public user base; ii. Solution offered a large volume of online storage (>100 GB) for photos and related documents or files, contained within the sales descriptions of items; iii. Solution used to process a large (3,200/month or larger) selection of online items; iv. Solution was integrated into or securely exchanged data with the client's internal / third-party IT systems to extend the functionality of the solution; v. Solution used a third-party Payment Processor to handle the transaction payments; vi. Solution provides full audit history (including date, time stamp and user id) for all sales transactions and other actions completed within the solution, as well as for all administrative changes within the solution; vii. Solution used to provide metrics to support improved client reporting on the client outcomes the solution was implemented to support.
d) The scope, range and complexity of services provided by the Bidder in terms of the configuration, implementation, training, and support services provided by the Bidder (up to 24 points/project);	72	<p><i>Up to 4 points for each of the following services within each cited project:</i></p> <ul style="list-style-type: none"> i. Bidder worked closely with the client to integrate existing third party applications or leverage custom-built legacy systems into its solution to meet the client's needs; i. Bidder provided data/content conversion or migration services to import information from a client legacy system; ii. Client solution was implemented by the Bidder with a multi-lingual user interface, including English and a second language, at a minimum. iii. Bidder provided both solution administration and business user training in relation to the implemented solution; iv. Bidder provided all hosting, maintenance, backup and OR redundancy, and related technical support services for the online components of the solution; <p><i>Up to 2 points for each of the following services within each cited project:</i></p> <ul style="list-style-type: none"> v. Bidder provided documentation (administration, deployment and maintenance guides and on-line help) specific to the client's implemented solution. vi. Bidder provided training services delivery, user manuals and training manuals in both English and French.

Point-Rated Criterion	Points	Scoring
R1 Previous Experience of the Bidder (Project Summaries)		
e) The challenges encountered in the Bidder's completion of the work, as addressed and mitigated by the Bidder, with respect to their similarity to GCSurplus' requirement, as described within the SOW (up to 6 pts / project)	18	<p><i>Up to 6 points / project based on up to 3 points for each of the following:</i></p> <ul style="list-style-type: none"> i. The Bidder identified risks or problems that posed realistic challenges to completing the work within the identified timeline or otherwise presented a major challenge to the success of the project; ii. The Bidder employed feasible and effective strategies for risk mitigation or avoidance, to deal with the identified challenges.
MAXIMUM AVAILABLE POINTS	255	

Point-Rated Criterion	Points	Scoring
R2 Implementation Plan		
Points will be awarded, up to a maximum of 150 points, based on the extent to which the Bidder's proposed response to Mandatory Requirement M3 is detailed, responsive and consistent with the requirement as expressed within the SOW with respect to the following specific factors:		
a) The Bidder demonstrates an understanding of GCSurplus' business needs that its online solution will address.	50	<p>Up to 50 points overall, with up to 10 points for each of the following, based on the extent of the Bidder's demonstrated understanding of:</p> <ul style="list-style-type: none"> i. Online sales processing via a third party payment processor and payment transaction reconciliation; ii. Previous experience in auctions, in particular via online sales and for government entities; iii. Security and anti-fraud concerns with online sales; iv. Compliance with the web standards for the GoC, including the standards for accessibility (which is aligned to the Web Content Accessibility Guidelines (WCAG) 2.0) the standard on usability and the standard on interoperability; and v. Challenges of this project unique to GCSurplus' business requirements.
b) The Bidder's governance approach to the project.	20	<p><i>Up to 10 points for each of the following areas:</i></p> <ul style="list-style-type: none"> i. The Bidder's proposed Quality Plan, including quality assurance and quality control measures. ii. The Bidder's proposed Risk Management Plan and risk strategy.
c) The Bidder provided a clear project plan and work breakdown, showing a linkage of project milestones / deliverables with expected outcomes and next steps.	10	<p><i>Up to 2 points for each of the following areas:</i></p> <ul style="list-style-type: none"> i. Critical paths and key milestones are clearly identified; ii. Milestones are linked to the expected deliverables; iii. The identified time frames and levels of Bidder resource allocation necessary to complete the work within GCSurplus' identified timeframe are reasonable and realistic; iv. The Bidder identified gap areas and input or feedback required from GCSurplus resources to complete the work is identified within the plan; v. The Bidder identified tools or techniques to be used to control the proposed schedule.

Point-Rated Criterion	Points	Scoring
R2 Implementation Plan		
d) The Bidder's approach to developing client-specific features and functionality within its offered solution.	10	<p><i>Up to 2 points for each of the following areas addressed in the Bidder's proposed development approach;</i></p> <ul style="list-style-type: none"> i. the effort estimation model and process used, for determining the cost of custom features / functions; ii. the stakeholder consultation process; iii. required design documentation, including the Functional Design Specifications AND Technical Design Specifications; iv. how traceability is achieved back to requirements; v. how patches and updates are handled for custom features or functions.
e) The Bidder's solution deployment approach;	10	<p><i>Up to 2 points for each of the following areas addressed in the Bidder's proposed deployment approach:</i></p> <ul style="list-style-type: none"> i. cutover AND contingency planning; ii. dress rehearsal or dry run; iii. confirmation of operational readiness; iv. go/no-go checkpoint; v. stabilization period.
f) The Bidder's approach for data conversion from GCSurplus' legacy systems to the Bidder's online solution;	10	<p><i>Up to 2 points for each of the following areas addressed in the Bidder's approach to data conversion:</i></p> <ul style="list-style-type: none"> i. legacy data cleaning and preparation (such as confirming data integrity, etc.); ii. ETL (extract, transform, load) process; iii. data reconciliation approach; iv. data conversion-specific methodology including staging AND mock conversions AND data reconciliation AND rollback; v. toolset(s) to be utilized.
g) The Bidder's solution testing approach;	10	<p><i>Up to 6 points for the following area addressed in the Bidder's approach to testing:</i></p> <ul style="list-style-type: none"> i. identification of all test types including but not limited to unit and string testing, integration testing, performance testing, security and vulnerability testing, disaster recovery testing, availability/failover testing, and acceptance testing. <p><i>Up to 2 points for each of the following areas addressed in the Bidder's approach to data conversion:</i></p> <ul style="list-style-type: none"> ii. basis for testing (i.e. what each test type will test against to confirm compliance); iii. toolset(s) to be utilized.
h) The Bidder's organizational change management approach;	10	<p><i>Up to 2 points for each of the following areas addressed in the Bidder's approach to change management:</i></p> <ul style="list-style-type: none"> i. assessing change impact ii. training and knowledge transfer iii. organization design and role mapping iv. stakeholder engagement v. communications

Point-Rated Criterion	Points	Scoring
R2 Implementation Plan		
i) The Bidder's identification of possible problems and challenges to the successful completion of the work on time and in budget.	20	<p><i>Up to 20 points overall. Up to 10 points per identified risk for up to two risks, with up to 5 points available for each of the following areas:</i></p> <ul style="list-style-type: none"> i. The Bidder identifies a risk that might realistically pose a challenge to completing the work within the identified timeline or otherwise present a major challenge to the success of the project; ii. The Bidder provides a feasible and effective strategy for risk mitigation or avoidance, to deal with the identified challenge. <p><i>Examples that demonstrate where this approach has been used effectively in the past are encouraged.</i></p> <p><i>A maximum of two risks and associated mitigation strategies will be evaluated in the order presented in the Bidder's Technical Proposal.</i></p>
MAXIMUM AVAILABLE POINTS	150	

Point-Rated Criterion	Points	Scoring
R3 Support and Maintenance Methodology		
Points will be awarded, up to a maximum of 85 points, for the Bidder's proposed service offerings, based on the extent to which the cited approaches are appropriate to the requirements as described within the SOW, with regard to the following specific factors:		
a) The Bidder's proposed solution support structure post solution "go-live".	10	<p><i>Up to 2 points each for each of the following areas addressed in the Bidder's proposed support structure:</i></p> <ul style="list-style-type: none"> i. at least 3 tiers of support; ii. provision of support based on pre-defined support levels; iii. adherence to a defined service management framework (tools AND processes) including incident management, release management, etc. iv. an effective governance structure; v. standardized reporting.
b) The Bidder's identified issue escalation procedures for problem identification, isolation and resolution.	10	<p><i>Up to 5 points for each of the following areas:</i></p> <ul style="list-style-type: none"> i. The Bidder's defined process to escalate reported problems involving complicated or critical system errors; and ii. The Bidder's defined process to undertake issue analysis to determine problem areas and provide a quick resolution or a viable work-around.

Point-Rated Criterion	Points	Scoring
R3 Support and Maintenance Methodology		
c) The Bidder's planned maintenance and update release schedule, to continuously improve or expand upon the Bidder's solution.	10	<p><i>Up to 3 points for each of the following areas:</i></p> <ul style="list-style-type: none"> i. The Bidder's defined solution release management process to minimize impact on solution users; ii. The Bidder's defined release schedule which includes regular releases of hotfixes, patches or incremental product updates; iii. The Bidder's release schedule includes an annual major product update/upgrade, as evidence of a vigorous software development and improvement commitment. <p><i>Up to 1 point for the following:</i></p> <ul style="list-style-type: none"> iii. The Bidder has a defined process to incorporate client requests for additional features / functions, and provides a formal process for clients to do so;
d) The means to monitor and report compliance with defined performance and service requirements as provided in response to Mandatory Requirement M5.	10	<p><i>Up to 5 points for each of the following areas:</i></p> <ul style="list-style-type: none"> i. The Bidder's method(s) for tracking service standards compliance with regards to website/system and support availability and communication of unresolved issues to the client, including the means of verifying the accuracy of these reported metrics or measurements; and ii. Any remedies offered in the event of Bidder non-performance with respect to adherence to the Service Standards, as set out in Section 9.0 of the Statement of Work.
e) The Bidder's proposed approach to providing data management and Disaster Recovery services for client database contents requirements, similar those required in the Statement of Work (refer to Section 9.0).	45	<p><i>Up to 15 points each for the following:</i></p> <ul style="list-style-type: none"> i. The Bidder demonstrates that it has data back-up systems in place to protect its clients from loss of data and prevent the occurrence of significant downtime due to solution unavailability; ii. The Bidder demonstrates that it has redundant systems in place to protect its clients from significant downtime due to a problem or disaster at the primary hosting facility; iii. The Bidder demonstrates that it has data validation and verification processes in place to protect its clients from misuse of the system and fraudulent acts. <p><i>Bidder processes that will be applied to GCSurplus' requirement should be supported by examples of previous successful application of the same or similar approach for other clients.</i></p>
MAXIMUM AVAILABLE POINTS	85	

Point-Rated Criterion	Points	Scoring
R4 Optional Services Approach		
<p>Points will be awarded, up to a maximum of 15 points, in relation to the Bidder's approach to managing the Work and any specified Tasks, such that GCSurplus has timely access to qualified resources to effectively undertake any Optional Services requirements, as described within the Statement of Work.</p> <p>Bidders are encouraged to include information as to where these approaches have been utilized successfully in the past.</p>		

Point-Rated Criterion	Points	Scoring
R4 Optional Services Approach		
a) The Bidder's proposed approach and methodology for timely and responsive provision of OAS Solution Enhancements and any value-added Professional Services "as-and-when required" by GCSurplus, as described in the Statement of Work.	15	<p><i>Up to 5 points for each of the following areas:</i></p> <ul style="list-style-type: none"> i. The Bidder's existing pool of qualified resources (i.e. that meet the minimum resource category qualifications) meets the minimum complement of resource categories, as described in the Statement of Work, as a demonstration of available capacity. ii. The Bidder's contingency strategy for the provision of qualified replacement resources for the "core team" during the initial work phase within a short timeframe (should the need arise); iii. The Bidder's mechanisms in place to ensure timely resource availability (including methodology for the selection and deployment of qualified resources) and responsiveness to work requests (including requests for the services of the "additional" resource categories as described in the SOW) issued on an "as-and-when required" basis".
MAXIMUM AVAILABLE POINTS	15	

Point-Rated Criterion	Points	Scoring
R5 Core Team of Resources		
<p>Points will be awarded, up to a maximum of 40 points, based the resume and any related biography information for the Bidder's team of proposed resources submitted in response to Mandatory Criterion M6.</p> <p><i>In order to be considered for the purposes of awarding points against the evaluation factors indicated below (where applicable to projects), the cited project must be a minimum of three (3) months in duration and must contain the following information at a minimum:</i></p> <ul style="list-style-type: none"> • <i>Beginning and ending dates of the work (to establish duration).</i> • <i>A brief description of the work performed.</i> • <i>An identification of the client for whom the work was performed for verification purposes.</i> 		
a) Extent of the named Service Delivery Manager resource's experience acting in a related role involving services similar to those described within Section 6.1.1 of the Statement of Work, for projects for Canadian government organizations (Federal, Provincial, Territorial, or Municipal) organizations within the past ten (10) years.	10	<p><i>Up to 10 points based on the following scale:</i></p> <p>10 points = 4 or more projects that demonstrate relevant experience in the specified area;</p> <p>8 points = 3 projects that demonstrate relevant experience in the specified area;</p> <p>6 points = 2 projects that demonstrate relevant experience in the specified area;;</p> <p>4 points = 1 project that demonstrates relevant experience in the specified area;;</p> <p>0 points = no relevant experience in the specified area beyond the minimum required to meet the mandatory experience qualifications.</p> <p><i>The resource's cited project(s) must contain the minimum level of detail as specified above, in order to be counted in the allocation of points under this evaluation factor.</i></p>

Point-Rated Criterion	Points	Scoring
R5 Core Team of Resources		
b) Extent of the named Implementation Project Manager resource's experience involving legacy system transition projects for Canadian government organizations (Federal, Provincial, Territorial, or Municipal) organizations within the past five (5) years.	3	<p><i>Up to 3 points based on the following scale:</i></p> <p>3 points = 31 or more months of relevant experience in the specified area;</p> <p>2 points = 19 – 30 months of relevant experience in the specified area;</p> <p>1 point = 7 – 18 months of relevant experience in the specified area;</p> <p>0 points = less than 6 months of relevant experience in the specified area.</p>
c) Extent of the named Implementation Project Manager resource's experience managing or leading the implementation of the Bidder's OAS Solution within the past five (5) years.	7	<p><i>Up to 7 points based on the following scale:</i></p> <p>7 points = 49-60 months of relevant experience in the specified area;</p> <p>5 points = 37 – 48 months of relevant experience in the specified area;</p> <p>3 points = 25 – 36 months of relevant experience in the specified area;</p> <p>1 point = 7 – 18 months of relevant experience in the specified area;</p> <p>0 points = 24 months or less of relevant experience in the specified area.</p>
d) Extent of the named Systems Manager resource's experience involving legacy system transition projects for Canadian government organizations (Federal, Provincial, Territorial, or Municipal) organizations within the past five (5) years.	3	<p><i>Up to 3 points based on the following scale:</i></p> <p>3 points = 31 or more months of relevant experience in the specified area;</p> <p>2 points = 19 – 30 months of relevant experience in the specified area;</p> <p>1 point = 7 – 18 months of relevant experience in the specified area;</p> <p>0 points = less than 6 months of relevant experience in the specified area.</p>
e) Extent of the named Systems Manager resource's experience working with the Bidder's OAS Solution within the past five (5) years.	7	<p><i>Up to 7 points based on the following scale:</i></p> <p>7 points = 49-60 months of relevant experience in the specified area;</p> <p>5 points = 37 – 48 months of relevant experience in the specified area;</p> <p>3 points = 25 – 36 months of relevant experience in the specified area;</p> <p>1 point = 7 – 18 months of relevant experience in the specified area;</p> <p>0 points = 24 months or less of relevant experience in the specified area.</p>

Point-Rated Criterion	Points	Scoring
R5 Core Team of Resources		
f) The extent to which the Bidder's proposed "core team" of resources for the initial development and implementation phase of the work has performed similar tasks together, within the past five (5) years.	10	<p><i>Up to 10 points based on the following scale:</i></p> <p>10 points = 4 or more projects that demonstrate relevant experience as a team in the specified area;</p> <p>8 points = 3 projects that demonstrate relevant experience as a team in the specified area;</p> <p>6 points = 2 projects that demonstrate relevant experience as a team in the specified area;;</p> <p>4 points = 1 project that demonstrates relevant experience as a team in the specified area;;</p> <p>0 points = no relevant experience as a team in the specified area beyond the minimum required to meet the mandatory experience qualifications.</p> <p><i>The resource's cited project(s) must contain the minimum level of detail as specified above, in order to be counted in the allocation of points under this evaluation factor.</i></p>
MAXIMUM AVAILABLE POINTS	40	

Point-Rated Requirement	Points	Scoring
R6 Proposal Quality		
Points will be awarded, up to a maximum of 6 points, based on the following specific factors:		
a) Proposal Quality	2	2 points - Overall quality of the proposal as it relates to presentation of information and ease-of-use (including clarity, lack of confusion, absence of typos, and grammatical correctness).
b) Proposal Identification of Information	3	<p>2 points - The Technical Proposal includes an accurate Table of Contents to facilitate the location of information.</p> <p>1 point - The Technical Proposal includes identifier tabs between sections to facilitate the location of information (i.e. tabs are labelled and aligned with the Table of Contents or colour coded or otherwise marked).</p>
MAXIMUM AVAILABLE POINTS	5	

Sub-Total Technical Score (R1-R6)	/550	<i>Only those proposals achieving a minimum score of 60% on Point Rated Criteria R1-R6 inclusive (330/550) will be evaluated on the basis of the Bidder's Financial Proposal.</i>
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Point-Rated Criterion	Points	Scoring
R7 Technical and Functional Requirements of the Solution		
Using the response template provided in Appendix 1 – Statement of Requirement, identify the extent to which the Bidder's proposed hosted Online Auctioning Service solution is able to meet the technical and functional requirements described therein, <i>beyond those designated as "Mandatory at time of Proposal" (since those were addressed previously under Mandatory Requirement M9)</i> . Points will be awarded, up to a maximum of 2054 points.		
<p>The Bidder should identify its ability to address each of the areas of functionality listed in Appendix 1 as either:</p> <p>"Meets" GCSurplus' functional requirement as a default configuration or setting, i.e. "out-of-the-box" (OOTB), with or without configuration by a functional business analyst or similar resource role.</p> <p>OR</p> <p>"Requires Minor Adaptation" (defined as requires minor modifications by a software programmer/developer to existing screens, tables and/or processes but there is no requirement to develop new screens/tables/processes).</p> <p>OR</p> <p>"Requires Major Adaptation" (defined as requires modifications by a software programmer/developer to add at least one new screen, new table or new process).</p> <p>Where adaptation is required to provide functionality, Bidders should provide a detailed description as to how the requirement will be met, and an indication of the anticipated level of complexity to achieve the result.</p> <p>Bidders are to identify the page reference(s) where the description of the required functionality and any supporting explanatory detail can be found, either within the Bidder's technical documentation or elsewhere within the Bidder's Proposal.</p> <p><i>Bidders are reminded that inclusion of any prices or costs of any kind in the Technical Proposal will result in the Bidder's proposal being deemed non-compliant.</i></p> <p>In this context an <u>out of the box</u> feature or functionality of software is defined as a feature or functionality of a product that works immediately after installation without any configuration or modification.</p>		
Rating Scale		
<p>Points will be awarded as follows:</p> <p>100% of the available points per element addressed "out of the box".</p> <p>80% of the available points per element addressed with minor adaptation.</p> <p>50% of the available points per element addressed with major adaptation</p> <p>0 points where the element is not addressed or the functionality cannot be provided by the solution</p>		
<i>Summary of Response Template:</i>		
"Mandatory at go-Live"	1860	5 pts/factor x 372 factors
"Mandatory / Future"	15	5 pts/factor x 3 factors
"Desirable"	179	2 pts/factor x 89 factors
MAXIMUM AVAILABLE POINTS	2054	
Bidder Adjusted R7 Score	/600	<p><i>Total score for R7 will be prorated to result in a score out of 600 points, by the following calculation:</i></p> <p>$(\text{Bidder R7 Technical score} / 2054) \times 600 = \text{Bidder's Score (out of 600)}$</p>

Total Technical Score (R1-R7)	/1150	<i>Only those proposals achieving a minimum score of 70% on Point Rated Criteria R1-R7 inclusive (805/1150) will be evaluated on the basis of the Bidder's Financial Proposal.</i>
Bidder (Adjusted) Technical Score	/70	Total Technical Score will be prorated to result in a score out of 70 points, for the purposes of calculating the Bidder's Total Score (out of 100 points) (in Section 5.0 Basis of Selection) by the following calculation: (Bidder Overall Technical score/1150) x 70 = Bidder's Score (out of 70)

ANNEX G

RESPONSE TABLES FINANCIAL EVALUATION

**DEPARTMENT OF PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
(PWGSC)**

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**GOVERNMENT SURPLUS ONLINE
AUCTIONING SYSTEM (GCSurplus OAS)**

FINANCIAL EVALUATION

- 1.1 Bidders meeting ALL Mandatory Requirements, achieving at least the overall pass mark of 70% on Point-Rated Criteria **R1-R7** (collectively) will be evaluated on the basis of their Financial Proposal.
- 1.2 The Financial Evaluation will be carried out by the Contracting Authority independent of the Evaluation Team responsible for rating the Technical Proposal.
- 1.3 All of the information required in this section **MUST** appear in the Bidder's Financial Proposal **ONLY**. The Bidder's Financial Proposal **MUST** be submitted in a **separate, sealed** envelope from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.
- 1.4 Failure on the part of the Bidder to provide the information required within the Financial Proposal Table will result in Canada deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration.
- 1.5 Any additional travel, administrative or other expenses will be added by Canada at time of Contract award.
- 1.6 The prices included in the Bidders' Financial Proposals will be evaluated on the total requirement including the all-inclusive prices of the initial system functionality and licensing, support and maintenance fees, solution documentation, training delivery and instructional material, and the monthly user subscriptions to the hosted system plus any supporting professional services per diem rates.
- 1.7 **Calculation of the Bidder Total Assessed Price (TAP)**
 - a) The Bidder's proposed prices within the Bidder's Financial Proposal will be utilized to derive a **Total Assessed Price (TAP)** for each compliant Bidder, based on the following calculations:

Bidder Total Assessed Price (TAP) Calculation				
Item	Description of Cost Item	Bidder Price (\$CAD)	Multiplier *	Evaluated Price* (\$CAD)
(1-i)	Firm all-inclusive Price for the Project Phase (Phase 1) (see Table 1 of the Basis of Payment)	\$ _____	1	\$ _____
	Option 1			
(2-a)	Vehicle Sale – Seller Per Transaction Fee (see Table 2a of the Basis of Payment) <i>(The average percentage fee on sale price, across the entire contract period, multiplied by the sale price and sales volume indicated in the multiplier column will be used for evaluation purposes)</i>	_____ %	\$9,000.00 x 2000	\$ _____
(2-b)	Non-Vehicle Sale – Seller Per Transaction Fee (see Table 2a of the Basis of Payment) <i>(The average percentage fee on sale price, across the entire contract period, multiplied by the sale price and sales volume indicated in the multiplier column will be used for evaluation purposes)</i>	_____ %	\$9,000.00 x 2000	\$ _____

Bidder Total Assessed Price (TAP) Calculation				
Item	Description of Cost Item	Bidder Price (\$CAD)	Multiplier *	Evaluated Price* (\$CAD)
	Option 2			
(2-a)	Vehicle Sale – Seller Per Transaction Fee (see Table 2b of the Basis of Payment) <i>(The average percentage fee on sale price, across the entire contract period, multiplied by the sale price and sales volume indicated in the multiplier column will be used for evaluation purposes)</i>	_____ %	\$9,000.00 x 2000	\$ _____
(2-b)	Non-Vehicle Sale – Seller Per Transaction Fee (see Table 2b of the Basis of Payment) <i>(The average percentage fee on sale price, across the entire contract period, multiplied by the sale price and sales volume indicated in the multiplier column will be used for evaluation purposes)</i>	_____ %	\$9,000.00 x 2000	\$ _____
	Option 3			
(2-a)	Vehicle Sale – Seller Annual Fee (see Table 2c of the Basis of Payment, for applicable fee for annual sales in the range of \$0.01 to \$99,999.99) <i>(The average percentage fee on sale price, across the entire contract period, multiplied by the annual sale value indicated in the multiplier column will be used for evaluation purposes)</i>	_____ %	\$9,999,999.99	\$ _____
(2-b)	Vehicle Sale – Seller Annual Fee (see Table 2c of the Basis of Payment, for applicable fee for annual sales in the range of \$10,000,000.00 to \$19,999,999.99) <i>(The average percentage fee on sale price, across the entire contract period, multiplied by the annual sale value indicated in the multiplier column will be used for evaluation purposes)</i>	_____ %	\$19,999,999.99	\$ _____
(2-c)	Vehicle Sale – Seller Annual Fee (see Table 2c of the Basis of Payment, for applicable fee for annual sales in the range of \$20,000,000.00 to \$40,000,000.00) <i>(The average percentage fee on sale price, across the entire contract period, multiplied by the annual sale value indicated in the multiplier column will be used for evaluation purposes)</i>	_____ %	\$39,999,999.99	\$ _____
(2-d)	Vehicle Sale – Seller Annual Fee (see Table 2c of the Basis of Payment, for applicable fee for annual sales in excess of \$40,000,000.00) <i>(The average percentage fee on sale price, across the entire contract period, multiplied by the annual sale value indicated in the multiplier column will be used for evaluation purposes)</i>	_____ %	\$43,000,000.00	\$ _____
(3-i)	“As-and-when Required” Implementation Project Manager services (see Table 3 of the Basis of Payment). <i>(The average resource category per diem rate, across the entire contract period, for the listed resource category multiplied by the number of days indicated in the multiplier column will be used for evaluation purposes)</i>	\$ _____ /day	25 days	\$ _____

Bidder Total Assessed Price (TAP) Calculation				
Item	Description of Cost Item	Bidder Price (\$CAD)	Multiplier *	Evaluated Price* (\$CAD)
(3-ii)	<p>"As-and-when Required" Systems Manager services (see Table 3 of the Basis of Payment).</p> <p><i>(The average resource category per diem rate, across the entire contract period, for the listed resource category multiplied by the number of days indicated in the multiplier column will be used for evaluation purposes)</i></p>	\$_____/day	25 days	\$_____
(3-iii)	<p>"As-and-when Required" Business Analyst services (see Table 3 of the Basis of Payment).</p> <p><i>(The average resource category per diem rate, across the entire contract period, for the listed resource category multiplied by the number of days indicated in the multiplier column will be used for evaluation purposes)</i></p>	\$_____/day	23 days	\$_____
(3-iv)	<p>"As-and-when Required" Technical Architect services (see Table 3 of the Basis of Payment).</p> <p><i>(The average resource category per diem rate, across the entire contract period, for the listed resource category multiplied by the number of days indicated in the multiplier column will be used for evaluation purposes)</i></p>	\$_____/day	23 days	\$_____
(3-v)	<p>"As-and-when Required" Data Conversion Specialist services (see Table 3 of the Basis of Payment).</p> <p><i>(The average resource category per diem rate, across the entire contract period, for the listed resource category multiplied by the number of days indicated in the multiplier column will be used for evaluation purposes)</i></p>	\$_____/day	33 days	\$_____
(3-vii)	<p>"As-and-when Required" Programmer / Software Developer services (see Table 3 of the Basis of Payment).</p> <p><i>(The average resource category per diem rate, across the entire contract period, for the listed resource category multiplied by the number of days indicated in the multiplier column will be used for evaluation purposes)</i></p>	\$_____/day	33 days	\$_____
(3-viii)	<p>"As-and-when Required" Tester services (see Table 3 of the Basis of Payment).</p> <p><i>(The average resource category per diem rate, across the entire contract period, for the listed resource category multiplied by the number of days indicated in the multiplier column will be used for evaluation purposes)</i></p>	\$_____/day	23 days	\$_____
(3-v)	<p>"As-and-when Required" Instructor services (see Table 3 of the Basis of Payment).</p> <p><i>(The average resource category per diem rate, across the entire contract period, for the listed resource category multiplied by the number of days indicated in the multiplier column will be used for evaluation purposes)</i></p>	\$_____/day	3 days	\$_____
<p align="right">Bidder Total Assessed Price (TAP) ** <i>Calculated as the sum of all items above</i></p>				\$_____

* Values are used ONLY for the purposes of establishing the Bidder's Total Assessed Price for the Financial Evaluation; any actual payment values will be as a result of services rendered and invoices submitted by the Contractor.

** Bidder Total Assessed Price (TAP) is calculated as the sum of all the Bidder's prices [as provided within the respective tables in the Basis of Payment and reproduced herein] for the purposes of establishing a Total Assessed Price for each Bidder.

2.0 BASIS OF SELECTION

2.1 Canada intends to award one (1) Contract as a result of this solicitation to the Bidder representing **Best Value**.

2.2 **Best Value** is defined as the highest *Total Score*.

2.3 The Total Score will be calculated as follows:

Bidder's Prorated Technical Score (out of 70) + Bidder's Financial Score (out of 30) = Bidder's Total Score (out of 100).

Formula:

Technical Score

$$\frac{\text{Bidder Technical Score X 70}}{\text{Max. points on Point Rated Criteria (1150)}} = \text{Bidder Prorated Technical Score (/70)} \quad \textbf{(Total 1)}$$

Financial Score

The calculation used to determine the Bidder's Financial Score will be as follows:

- i) The compliant Bidder with the lowest Total Assessed Price (TAP) will be awarded full points (30/30).
- ii) Fewer points will be awarded to all other Bidders based on the differential of their TAP to that of the Bidder with the lowest TAP using the following calculation:

$$\frac{\text{Lowest TAP X 30}}{\text{Bidder's TAP}} = \text{Bidder Financial Score (/30)} \quad \textbf{(Total 2)}$$

Total Score: = (Total 1) + (Total 2) = Combined Rating of Financial and Technical Merit

2.4 Recommendation for Award

- a) At the conclusion of the Financial Evaluation, all scores from the Technical and Financial Evaluations will be added and subject to satisfactory competition of any required software demonstrations, financial capability and security clearance checks and subject to the express and implied rights of Canada, the compliant Bidder with the highest combined technical (70%) and financial (30%) scores will be recommended for award of a contract.
- b) In the event that more than one (1) Bidder receives the same *Total Score*, of those Proposals, the compliant Bidder with the higher Financial Score will be considered to represent Best Value.
- c) 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.

2.5 Proof of Product Demonstration

- a) Canada reserves the right to invite the highest-ranked Bidder after Technical and Financial Evaluation to a Proof of Proposal (PoP) testing at Canada's location in the NCR. Canada will assume the responsibility for all cost related to GCSurplus employees and Canada

- owned equipment and facilities; otherwise the PoP testing will be conducted at no additional cost to Canada.
- b) In connection with the PoP test, the Bidder grants to Canada a limited license/subscription to use the Bidder's proposed software solution for testing and evaluation purpose, under the License terms and conditions stated on Part 7 – Resulting Contract of this bid solicitation.
 - c) Canada will provide the Bidder with a test environment on which to conduct their Proof of Proposal Testing in accordance with the GCSurplus Technical Environment (as described in section SW4.0 of the Statement of Work).
 - d) Canada will notify the Bidder in writing that the Bidder is invited to undertake the PoP Test, including the proposed location, date and time.
 - i) The Bidder will have three (3) working days from the date of notification to respond to Canada in writing to confirm acceptance of the invitation or request to re-schedule, and to identify any requested configuration for the PoP Test location.
 - ii) Canada will respond to the Bidder in writing within five (5) working days of receipt of the Bidder's response to confirm the Bidder's starting date for PoP Test set-up.
 - iii) The installation of the COTS software solution by the Bidder must be completed and functional within two (2) working days (7.5 hrs / day) from the start of the PoP Test, as mutually agreed upon by the Bidder and Canada, and confirmed by Canada.
 - iv) If the Bidder has not completed the installation within the time period and the reasons for this are clearly because of problems with the technical platform that are beyond the Bidder's control, the Bidder is allowed to complete the installation within the time period lost because of these reasons. The Evaluation Team will then conduct the Proof of Proposal testing. The Bidder is to notify Canada of such a situation (i.e. technical problems outside of its control) for the purposes of tracking the duration of the delay, in order to allow the Bidder the full two (2) working days of installation time.
 - v) At Canada's discretion, if the Bidder is not ready to start the PoP test within the time allocated or cannot complete the PoP test within the specified schedule, its Proposal may be deemed non-compliant and no further consideration will be given thereto.
 - e) After installation by the Bidder, Canada Evaluation Team will conduct and document the results of the PoP test. The Bidder will be present during the PoP testing.
 - i) The Bidder's product will be tested against **Mandatory Requirement M9** and **Point Rated Criteria R7** to ensure the product functions as stated within the Bidder's Proposal.
 - ii) The Canada Evaluation Team will utilize the **Test Plan** provided by the Bidder in accordance with Mandatory Requirement **M9**. However, Canada reserves the right to test all aspects of the proposed solution to confirm compliance with the Statement of Requirement (SOR).
 - iii) If at any time during the PoP demonstration, the Bidder's product fails to demonstrate a requirement pertaining to the functionality of the software to the satisfaction of the Canada Evaluation Team, the demonstration will be stopped. The Canada Evaluation Team will ask the Bidder to leave the room and the Canada Evaluation Team will confer as to whether or not the requirement has been met. The Bidder will be brought back and the Bidder may be asked to demonstrate how the application meets the particular requirement in question. This process may be repeated at Canada's discretion.
 - iv) If Canada determines that the solution proposed by the Bidder does not meet a feature or function within Mandatory Requirement as described in its proposal and as required within this solicitation, the PoP process with the Bidder will end and no

further consideration will be given to the Bidder's proposal. Canada will then invite the next highest ranked Bidder (as determined in accordance with the combination of technical merit and pricing) to participate in the Proof of Proposal testing phase of the evaluation.

- v) If at any time during the PoP demonstration, Canada determines that the solution proposed by the Bidder does not meet one of the tested Rated Criteria as described in its proposal and as required within this solicitation, the Bidder's evaluated rating will be re-assessed. If as a result of this re- assessment, the Bidder's total point score falls below the next highest ranked Bidder, the Bidder will be asked to remove their solution from the test site and the next highest ranked Bidder will be invited to participate in the Proof of Proposal testing phase of the evaluation.

2.6 Price Support

- a) Canada reserves the right to request price support from Bidders following the Technical Evaluation. Acceptable price support is one or more of the following:
 - i) a current published price list indicating the percentage discount available; or
 - ii) paid invoices for like services sold to other customers; or
 - iii) a most favoured customer price certification statement.

**Appendix to ANNEX G – FINANCIAL
EVALUATION**

**SAMPLE VOLUMETRIC DATA
FOR BIDDERS INFORMATION PURPOSES
ONLY**

**DEPARTMENT OF PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
(PWGSC)**

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**GOVERNMENT SURPLUS ONLINE
AUCTIONING SYSTEM (GCSurplus OAS)**

Volumetrics

The following volumetric data offers some additional context to the volumes of Clients and Sales identified in the evaluation procedures. Bidder understands and agrees that this is being provided for information purposes only and does not constitute any commitment of volumes and/nor does provide any basis for payment in the period of the resulting contract.

Purpose

The following information provide additional details of the current GCSurplus sales cycle and underlying business processes which inform GCSurplus' OAS Solution requirements, features and functionality; current system(s)/databases which deliver GCSurplus.ca, and their users - Client (seller), GCSurplus (Sales and System Administrator), and Customer (buyer); as well as organizations and systems to which GCSurplus.ca interfaces or provides supporting data/information.

GCSurplus is currently undertaking a business process transformation exercise which will see changes in how the GCSurplus business process flow is conducted and which may impact how users interact with GCSurplus.ca.

The following information is provided purely for information purposes. Although it represents the best information currently available, Canada does not warrant or represent that the data are complete or free from error. The inclusion of this data does not represent a commitment by Canada that Canada's future usage of on line auctioning services will be consistent with this data. It is provided purely for information purposes.

Scale of Business

GCSurplus is National in scope, encompassing system use from ten (10) regional sales centres.

In FY2012-2013, across all regional sales centres, approximately \$38,182,221.78 in sales was processed through GCSurplus.ca. This figure included approximately 26,184 individual surplus asset sales transactions as well as 43 contracts for surplus materials sales. A breakdown of these transaction volumes by regional sales centre and type of sale or contract is provided later in this Appendix.

GCSurplus.ca is used to sell a variety of Surplus Crown Assets, including vehicles, furniture, office equipment, technology, and seized goods. In addition to surplus assets, GCSurplus.ca is also used to establish period contracts for scrap and removal of materials which maintain some residual value.

Military sales for items registered under the Controlled Goods Program are not processed through GCSurplus.ca.

GCSurplus currently provides services to over 90 federal department and agency Clients. There is a potential opportunity to support an enhanced Client base within the federal arena (e.g. special operating agencies and Crown Corporations not currently served by GCSurplus). It is also anticipated that other organizations from within the broader public sector (e.g. provincial, territorial, municipal, etc.) could find the established GCSurplus.ca model of potential benefit in the disposal of their surplus assets. Customers for Surplus Crown Assets are from across Canada and internationally.

Current annual operating costs for information technology (software, hardware and infrastructure) to support the delivery of the GCSurplus.ca business are approximately \$600,000.00. As noted previously, as of FY2013-2014, GCSurplus has moved to a business model that is fully funded by proceeds of sale.

GCSurplus provides its services to federal organizations on a commission-based sales model. In seeking to work collaboratively with the private sector through a strategic arrangement, it is anticipated that there is a potential for shared reward in return for shared investment in the GCSurplus.ca infrastructure, system and business supports.

The applications currently comprising GCSurplus' legacy systems are used by a variety of individuals and organizations who interact directly, whether through use of the website, web-based administration interfaces and/or access to back-end databases. Additionally, other government systems or organizations require data/information to be shared to/from GCSurplus's legacy systems and business process to perform complementary business and accountability functions.

Users of the GCSurplus.ca Systems include:

Customers: registered users of the GCSurplus.ca online auctioning system who are able to view published Sales Listings, submit (closed) bids against opportunities, and manage their Customer user account profile, including arranging for payment and pick-up of purchased items.

At present Customers are members of the general public or representatives of an organization and may be located anywhere in the world. Customers typically represent two (2) types of buyers:

- (a) Those parties interested in purchasing Surplus Crown Assets which have some residual value or utility. These may include individuals or representatives of organizational buyers.

As of March 31, 2013, there were approximately 29,600 unique Customers registered with GCSurplus.ca. The number of registered Customers as of March 31, 2012 was 14,120 online buyers. The number of registered Customers as of March 31, 2011 was 8,083 online buyers.

It is important to note that the above figures are based on active GCSurplus.ca Customer accounts, that have not been deleted (registration still active) or disabled (accounts not terminated). As such, the 2011 and 2012 figures reported here are lower than actual as Customers may have let their accounts expire, which have subsequently been updated by the re-registration process.

The table below provides a high level geographic distribution of Customers in 2013.

Location	Number of Customers
Alberta	2,159
British Columbia	2,672
Manitoba	1,653
New Brunswick	749
Newfoundland - Labrador	1,422
Northwest Territories	232
Nova Scotia	1,859
Nunavut	107
Ontario	10,543
Prince Edward Island	280
Québec	5,956
Saskatchewan	1,249

Location	Number of Customers
Yukon	157
United States	124
Outside Canada	298

- (b) Those parties interested in bidding for the subsequent right to purchase recyclable or salvageable materials from the federal government. These arrangements are referred to as Period Contracts and typically involve multiple purchases by the successful bidder over an identified duration. This requirement is periodic with approximately 20 requirements for this type of sale/contract at any given time, and approximately 70 of this type of sale annually.

Clients: Clients of GCSurplus are representatives of Government of Canada departments/agencies and other public organizations who are the sellers of declared surplus assets. Currently, GCSurplus provides services to over 90 federal departments and agencies with representatives located across the country.

While Client organizations vary in size, geographic distribution and composition of business units, Clients typically represent two (2) to three (3) system user roles:

- Materiel Management personnel within Client organization use the system to create and modify Sales Requests declaring surplus assets for submission to GCSurplus as well as to keep track of follow-on shipping, delivery and sales related activities.
 - Materiel Managers are also required to formally certify their declaration of surplus assets.
- At a sub-organizational level (which may be variably organized by branch, region, etc.), Client departments/agencies use the system to monitor and report on sub-organizational level data and trends in their area's declaration and disposition of surplus assets, as well as to review specific transactions to validate information, approve activities and declarations, or to modify information provided.
- At a Manager or Director level, Client departments/agencies use the system to monitor and report on their organization's declaration of surplus assets at an entity-level as well as to 'drill down' into specific transactions for details if necessary.

GCSurplus.ca currently has approximately 2,577 individual Client users of the GCSci (Client) interface, including the following current and enabled users:

Federal Users: 2,469

Regional Users: 83

Non Federal: 18

Auctioneer: 4

HQ: 3

A geographic break-down of Clients is provided in the table in Appendix B.

GCSurplus:

GCSurplus.ca is currently designed, developed and maintained by PWGSC GCSurplus.

Functionally, GCSurplus personnel act both as the Sales and System Administrators for GCSurplus.ca to enable the System to support the conduct of all business activities associated with the administration of the sales process and the Program.

As Sales Administrators, GCSurplus personnel use the GCSurplus.ca system and related tools to prepare, conduct, and complete sales on behalf of Clients, in addition to enabling Customers to register and participate in the purchasing of surplus Crown Assets.

GCSurplus operates out of ten (10) Regional Sales Centres, in the following locations:

GCSurplus Region	Location of Regional Sales Centre	Number of GCSurplus Users at this Location
Pacific – serving B.C. and the Yukon (from the Surrey location)	Surrey, British Columbia	9
	Victoria, British Columbia	
Western – serving Alberta as well as NWT (from the Edmonton location), Saskatchewan and Manitoba as well as Nunavut (from the Winnipeg location),	Edmonton, Alberta	3
	Regina, Saskatchewan	4
	Winnipeg, Manitoba	3
Ontario	Toronto, Ontario	7
National Capital Region	Ottawa, Ontario	9
Quebec	Montréal, Quebec	7
Atlantic	Dartmouth, Nova Scotia	7
	Moncton, New Brunswick	5 (estimated)

While each of the Regional Sales Centres vary in their composition of personnel, at present, users of the system at Regional Sales Centres represent approximately six (6) distinct roles, including:

- *Sales Officer*
- *Senior Sales Representative*
- *Sales Representative*
- *Warehouse Coordinator*
- *Regional Manager*
- *Storeperson*

Each Regional Sales Centre performs comparable functions within the Surplus Asset Sales Cycle, with some variability in business process within each Region due to the specific nature of their environment and/or marketplace.

GCSurplus personnel at headquarters (HQ - located in Gatineau, Quebec) use the system to support the activities of the Regional Sales Centres, Clients and Customers as active Sales Administrators in similar roles to Regional Sales Centre personnel, finance, operations, and through a tiered, multi-level Quality Assurance/Quality Control (QA/QC) of Sales Listings to ensure that assets are represented fairly and accurately to ensure confident bidding.

As well, GCSurplus headquarters personnel manage the Sales Program through:

- Reporting from the system – internally to track trends and make business decisions, to Clients on individual and rolled-up performance of Sales, and to Central Agencies, Access to Information and Privacy requests and to other third parties for transparency and accountability; and
- Program and System Administration for GCSurplus.ca.

In addition, currently GCSurplus maintains the infrastructure and webhosting (through an external third party service provider). GCSurplus personnel develop and maintain the GCSurplus.ca

systems including application development for new functionality, maintenance, including patches and fixes, development of database queries, reporting schema and templates/forms for deployment to system users, and related business functional considerations. GCSurplus personnel provide orientation and training on the system to Clients, as well as operate first and second level “help desk” support within GCSurplus from a technical perspective and also provide functional and technical support to Clients and Customers on the system interfaces. Help desk inquiries average approximately 500 inquiries monthly.

Client Users of GCSurplus.ca (GCSci interface) by Department and Location

The following table provides a breakdown of currently registered Government of Canada client users of GCSurplus.ca (GCSci interface) by organization and province:

Department Name	Province	Number of GCSci Users
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	Alberta	8
AGRICULTURE CANADA	Alberta	9
CANADA BORDER SERVICES AGENCY	Alberta	12
CANADA FIREARMS CENTRE	Alberta	2
CANADA MORTGAGE & HOUSING CORP	Alberta	6
CANADA REVENUE AGENCY	Alberta	7
CANADIAN FOOD INSPECTION AGENCY	Alberta	1
CANADIAN HERITAGE	Alberta	3
CITIZENSHIP & IMMIGRATION CANADA	Alberta	6
CORRECTIONAL SERVICE CANADA	Alberta	24
DEPARTMENT OF JUSTICE CANADA	Alberta	6
DEPT.OF NATIONAL DEFENCE	Alberta	36
ENVIRONMENT CANADA	Alberta	2
FOREIGN AFFAIRS & INTL TRADE	Alberta	3
HEALTH CANADA	Alberta	7
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	Alberta	2
INDUSTRY CANADA	Alberta	12
LIBRARY AND ARCHIVES CANADA	Alberta	1
NATIONAL ENERGY BOARD	Alberta	4
NATURAL RESOURCES CANADA	Alberta	10
PARKS CANADA	Alberta	12
PUBLIC SERVICE COMMISSION	Alberta	3

Department Name	Province	Number of GCSci Users
PWGSC/TPSGC	Alberta	20
ROYAL CANADIAN MOUNTED POLICE	Alberta	9
STATISTICS CANADA	Alberta	3
TRANSPORT CANADA	Alberta	1
TRANSPORTATION SAFETY BOARD	Alberta	3
VETERANS AFFAIRS CANADA	Alberta	6
WESTERN ECONOMIC DIVERSIFICATION	Alberta	1
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	British Columbia	6
AGRICULTURE CANADA	British Columbia	5
CANADA BORDER SERVICES AGENCY	British Columbia	6
CANADA MORTGAGE & HOUSING CORP	British Columbia	4
CANADA REVENUE AGENCY	British Columbia	5
CANADIAN FOOD INSPECTION AGENCY	British Columbia	1
CANADIAN HERITAGE	British Columbia	5
CDN.SECURITY INTELLIGENCE SERV	British Columbia	1
CITIZENSHIP & IMMIGRATION CANADA	British Columbia	7
CORRECTIONAL SERVICE CANADA	British Columbia	2
DEPARTMENT OF JUSTICE CANADA	British Columbia	5
DEPT.OF NATIONAL DEFENCE	British Columbia	17
ENVIRONMENT CANADA	British Columbia	7
FISHERIES AND OCEANS	British Columbia	17
HEALTH CANADA	British Columbia	9
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	British Columbia	6
IMMIGRATION & REFUGEE BOARD	British Columbia	2
INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA	British Columbia	1

Department Name	Province	Number of GCSci Users
INDUSTRY CANADA	British Columbia	6
LIBRARY AND ARCHIVES CANADA	British Columbia	1
NATIONAL RESEARCH COUNCIL	British Columbia	4
NATURAL RESOURCES CANADA	British Columbia	5
PARKS CANADA	British Columbia	13
PUBLIC PROSECUTION SERVICE OF CANADA	British Columbia	3
PUBLIC SERVICE COMMISSION	British Columbia	3
PWGSC/TPSGC	British Columbia	25
ROYAL CANADIAN MOUNTED POLICE	British Columbia	10
STATISTICS CANADA	British Columbia	1
SUPT.FINANCIAL INSTITUTIONS	British Columbia	1
TRANSPORT CANADA	British Columbia	9
VETERANS AFFAIRS CANADA	British Columbia	4
WESTERN ECON.DIVERSIFICATION	British Columbia	4
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	Manitoba	5
AGRICULTURE CANADA	Manitoba	22
ATOMIC ENERGY OF CANADA LTD	Manitoba	1
CANADA BORDER SERVICES AGENCY	Manitoba	15
CANADA REVENUE AGENCY	Manitoba	8
CANADIAN GRAIN COMMISSION	Manitoba	6
CANADIAN HERITAGE	Manitoba	3
CANADIAN HUMAN RIGHTS COMMISSION	Manitoba	1
CANADIAN WHEAT BOARD	Manitoba	1
CITIZENSHIP & IMMIGRATION CANADA	Manitoba	4
CORRECTIONAL SERVICE CANADA	Manitoba	13

Department Name	Province	Number of GCSci Users
COURTS ADMINISTRATION SERVICE	Manitoba	1
CRTC	Manitoba	4
DEPARTMENT OF JUSTICE CANADA	Manitoba	5
DEPT.OF NATIONAL DEFENCE	Manitoba	7
FISHERIES AND OCEANS	Manitoba	2
FOREIGN AFFAIRS & INTL TRADE	Manitoba	1
HEALTH CANADA	Manitoba	5
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	Manitoba	1
INDUSTRY CANADA	Manitoba	9
LIBRARY AND ARCHIVES CANADA	Manitoba	2
NATIONAL ARCHIVES OF CANADA	Manitoba	1
NATIONAL RESEARCH COUNCIL	Manitoba	2
NATURAL RESOURCES CANADA	Manitoba	2
PARKS CANADA	Manitoba	13
PUBLIC HEALTH AGENCY OF CANADA	Manitoba	4
PUBLIC SERVICE COMMISSION	Manitoba	4
PWGSC/TPSGC	Manitoba	13
ROYAL CANADIAN MINT	Manitoba	1
ROYAL CANADIAN MOUNTED POLICE	Manitoba	4
SOCIAL DEVELOPMENT CANADA	Manitoba	1
TRANSPORT CANADA	Manitoba	1
VETERANS AFFAIRS CANADA	Manitoba	14
WESTERN ECONOMIC.DIVERSIFICATION	Manitoba	6
AGRICULTURE CANADA	New Brunswick	4
ATLANTIC CANADA OPP.AGENCY	New Brunswick	12

Department Name	Province	Number of GCSci Users
ATOMIC ENERGY OF CANADA LTD	New Brunswick	1
CANADA BORDER SERVICES AGENCY	New Brunswick	1
CANADA REVENUE AGENCY	New Brunswick	4
CANADIAN HERITAGE	New Brunswick	1
CORRECTIONAL SERVICE CANADA	New Brunswick	16
DEPT.OF NATIONAL DEFENCE	New Brunswick	5
ENVIRONMENT CANADA	New Brunswick	1
FISHERIES AND OCEANS	New Brunswick	2
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	New Brunswick	2
INDUSTRY CANADA	New Brunswick	2
NATIONAL PAROLE BOARD	New Brunswick	3
NATURAL RESOURCES CANADA	New Brunswick	3
PARKS CANADA	New Brunswick	3
PWGSC/TPSGC	New Brunswick	4
ROYAL CANADIAN MOUNTED POLICE	New Brunswick	1
TRANSPORT CANADA	New Brunswick	7
AGRICULTURE CANADA	Newfoundland - Labrador	1
ATLANTIC CANADA OPPORTUNITIES AGENCY	Newfoundland - Labrador	2
CANADA BORDER SERVICES AGENCY	Newfoundland - Labrador	1
CANADA REVENUE AGENCY	Newfoundland - Labrador	1
CANADIAN HERITAGE	Newfoundland - Labrador	1
CORRECTIONAL SERVICE CANADA	Newfoundland - Labrador	1
DEPT.OF NATIONAL DEFENCE	Newfoundland - Labrador	11
FISHERIES AND OCEANS	Newfoundland - Labrador	1
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	Newfoundland - Labrador	3

Department Name	Province	Number of GCSci Users
INDUSTRY CANADA	Newfoundland - Labrador	1
NATIONAL RESEARCH COUNCIL	Newfoundland - Labrador	1
PARKS CANADA	Newfoundland - Labrador	6
PWGSC/TPSGC	Newfoundland - Labrador	1
ROYAL CANADIAN MOUNTED POLICE	Newfoundland - Labrador	5
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	Northwest Territories	8
CANADIAN HERITAGE	Northwest Territories	1
DEPARTMENT OF JUSTICE CANADA	Northwest Territories	1
DEPT.OF NATIONAL DEFENCE	Northwest Territories	5
FISHERIES AND OCEANS	Northwest Territories	3
NATURAL RESOURCES CANADA	Northwest Territories	2
PARKS CANADA	Northwest Territories	9
PWGSC/TPSGC	Northwest Territories	4
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	Nova Scotia	5
AGRICULTURE CANADA	Nova Scotia	4
ATLANTIC CANADA OPP.AGENCY	Nova Scotia	2
CANADA BORDER SERVICES AGENCY	Nova Scotia	2
CANADA LABOUR RELATIONS BOARD	Nova Scotia	1
CANADA REVENUE AGENCY	Nova Scotia	8
CANADIAN HERITAGE	Nova Scotia	2
CITIZENSHIP & IMMIGRATION CANADA	Nova Scotia	2
CORRECTIONAL SERVICE CANADA	Nova Scotia	6
DEPARTMENT OF JUSTICE CANADA	Nova Scotia	1
DEPT.OF NATIONAL DEFENCE	Nova Scotia	37
ENVIRONMENT CANADA	Nova Scotia	3

Department Name	Province	Number of GCSci Users
FISHERIES AND OCEANS	Nova Scotia	14
HEALTH CANADA	Nova Scotia	8
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	Nova Scotia	1
INDUSTRY CANADA	Nova Scotia	4
LIBRARY AND ARCHIVES CANADA	Nova Scotia	2
MARINE ATLANTIC PILOTAGE CORP.	Nova Scotia	1
NATIONAL RESEARCH COUNCIL	Nova Scotia	1
NATURAL RESOURCES CANADA	Nova Scotia	2
PARKS CANADA	Nova Scotia	11
PUBLIC HEALTH AGENCY OF CANADA	Nova Scotia	1
PUBLIC SERVICE COMMISSION	Nova Scotia	3
PWGSC/TPSGC	Nova Scotia	11
ROYAL CANADIAN MOUNTED POLICE	Nova Scotia	4
SHARED SERVICES CANADA	Nova Scotia	2
STATISTICS CANADA	Nova Scotia	2
VETERANS AFFAIRS CANADA	Nova Scotia	2
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	Nunavut	3
NATURAL RESOURCES CANADA	Nunavut	3
PARKS CANADA	Nunavut	3
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	Ontario	13
AGRICULTURE CANADA	Ontario	14
ATLANTIC CANADA OPP.AGENCY	Ontario	1
ATOMIC ENERGY CONTROL BOARD	Ontario	9
ATOMIC ENERGY OF CANADA LTD	Ontario	5
AUDITOR GENERAL OF CANADA	Ontario	3

Department Name	Province	Number of GCSci Users
CANADA BORDER SERVICES AGENCY	Ontario	37
CANADA DEPOSIT INSURANCE CORP.	Ontario	1
CANADA FIREARMS CENTRE	Ontario	2
CANADA LABOUR RELATIONS BOARD	Ontario	4
CANADA MORTGAGE & HOUSING CORP	Ontario	5
CANADA REVENUE AGENCY	Ontario	52
CANADA SCHOOL OF PUBLIC SERVICE	Ontario	3
CANADIAN AIR TRANSPORT SECURITY AUTHORITY	Ontario	3
CANADIAN ARTISTS AND PRODUCERS PROFESSIONAL RELATIONS TRIBUNAL	Ontario	1
CANADIAN FOOD INSPECTION AGENCY	Ontario	1
CANADIAN FORCES GRIEVANCE BOARD	Ontario	2
CANADIAN HERITAGE	Ontario	3
CANADIAN HUMAN RIGHTS COMMISSION	Ontario	2
CANADIAN MUSEUM OF NATURE	Ontario	2
CANADIAN SECRETARIAT	Ontario	1
CANADIAN SPACE AGENCY	Ontario	2
CDN.INTERGOVERNMENTAL CONF.SECRETARIAT	Ontario	1
CDN.INTERNATIONAL TRADE TRIBUNAL	Ontario	5
CDN.SECURITY INTELLIGENCE SERV	Ontario	11
CHIEF ELECTORAL OFFICER	Ontario	3
CITIZENSHIP & IMMIGRATION CANADA	Ontario	7
COMMISSIONER OF FEDERAL JUDICIAL AFFAIRS	Ontario	2
COMMISSIONER OF OFFICIAL LANGUAGES	Ontario	5
COMMUNICATIONS SECURITY ESTABLISHMENT	Ontario	1
COMPETITION TRIBUNAL	Ontario	2

Department Name	Province	Number of GCSci Users
COPYRIGHT BOARD	Ontario	1
CORRECTIONAL SERVICE CANADA	Ontario	30
COURTS ADMINISTRATION SERVICE	Ontario	2
DEPARTMENT OF JUSTICE CANADA	Ontario	7
DEPT.OF NATIONAL DEFENCE	Ontario	95
EMERGENCY PREPAREDNESS CANADA	Ontario	2
ENVIRONMENT CANADA	Ontario	8
FEDDEV ONTARIO	Ontario	2
FINANCE CANADA	Ontario	6
FINANCIAL CONSUMER AGENCY CANADA	Ontario	2
FINANCIAL TRANSACTIONS AND REPORTS ANALYSIS CENTER OF CANADA	Ontario	3
FISHERIES AND OCEANS	Ontario	20
FOREIGN AFFAIRS & INTERNATIONAL TRADE	Ontario	29
GOVERNOR GENERAL	Ontario	3
HAZARDOUS MATERIALS INFO.R.COM	Ontario	1
HEALTH CANADA	Ontario	24
HOUSE OF COMMONS	Ontario	1
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	Ontario	45
IMMIGRATION & REFUGEE BOARD	Ontario	8
INDIAN SPECIFIC CLAIMS COMMISSION	Ontario	2
INDUSTRY CANADA	Ontario	31
INTL.JOINT COMM .(WINDSOR)	Ontario	1
INTL.JOINT COMM. (OTTAWA)	Ontario	1
INTL.RESEARCH CENTRE	Ontario	1
LIBRARY AND ARCHIVES CANADA	Ontario	1

Department Name	Province	Number of GCSci Users
LIBRARY OF PARLIAMENT	Ontario	1
MEDICAL RESEARCH COUNCIL	Ontario	2
MILITARY POLICE COMP.COMM.	Ontario	7
MUSEUM OF SCIENCE & TECHNOLOGY	Ontario	1
NAT.SCIENCES & ENG.RES.COUNCIL	Ontario	6
NATIONAL ARCHIVES OF CANADA	Ontario	1
NATIONAL GALLERY OF CANADA	Ontario	2
NATIONAL LIBRARY OF CANADA	Ontario	1
NATIONAL PAROLE BOARD	Ontario	5
NATIONAL RESEARCH COUNCIL	Ontario	3
NATIONAL ROUND TABLE ON THE ENVIRONMENT AND THE ECONOMY	Ontario	2
NATURAL RESOURCES CANADA	Ontario	24
OFF.INFO.& PRIVACY COMM.OF CAN	Ontario	5
OFFICE OF INFRASTRUCTURE OF CANADA	Ontario	3
OFFICE OF THE COMMISSIONER OF LOBBYING OF CANADA	Ontario	1
OFFICE OF THE COMMUNICATIONS SECURITY ESTABLISHMENT COMMISSIONER	Ontario	1
OFFICE OF THE CORRECTIONAL INVESTIGATOR	Ontario	2
OFFICE OF THE PUBLIC SECTOR INTEGRITY COMMISSIONER	Ontario	1
OTTAWA UNIVERSITY	Ontario	1
PARKS CANADA	Ontario	17
PATENTED MEDICINE PRICES REVIEW BOARD	Ontario	1
PRIVY COUNCIL OFFICE	Ontario	4
PUBLIC HEALTH AGENCY OF CANADA	Ontario	2
PUBLIC PROSECUTION SERVICE OF CANADA	Ontario	3
PUBLIC SAFETY AND EMERGENCY PREPAREDNESS CANADA	Ontario	23

Department Name	Province	Number of GCSci Users
PUBLIC SERVICE COMMISSION	Ontario	4
PUBLIC SERVICE LABOUR RELATIONS BOARD	Ontario	2
PWGSC/TPSGC	Ontario	70
RCMP PUBLIC COMPLAINTS COMMISSION.	Ontario	2
REGISTRY OF THE PUBLIC SERVANTS DISCLOSURE PROTECTION TRIBUNAL	Ontario	1
REGISTRY OF THE SPECIFIC CLAIMS TRIBUNAL	Ontario	2
ROYAL CANADIAN MINT	Ontario	4
ROYAL CANADIAN MOUNTED POLICE	Ontario	31
SECURITY INTELLIGENCE REVIEW COMM.	Ontario	3
SENATE, THE	Ontario	2
SHARED SERVICES CANADA	Ontario	3
SOCIAL DEVELOPMENT CANADA	Ontario	8
STANDARDS COUNCIL OF CANADA	Ontario	2
STATISTICS CANADA	Ontario	8
STATUS OF WOMEN CANADA	Ontario	5
SUPREME COURT OF CANADA	Ontario	3
SUPT.FINANCIAL INSTITUTIONS	Ontario	7
TRANSPORT CANADA	Ontario	10
TRANSPORTATION APPEAL TRIBUNAL OF CANADA	Ontario	2
TRANSPORTATION SAFETY BOARD	Ontario	1
TREASURY BOARD OF CANADA	Ontario	3
VETERANS AFFAIRS CANADA	Ontario	6
WESTERN ECONOMIC DIVERSIFICATION	Ontario	2
ATLANTIC CANADA OPPORTUNITIES AGENCY	Prince Edward Island	1
FISHERIES AND OCEANS	Prince Edward Island	1

Department Name	Province	Number of GCSci Users
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	Prince Edward Island	3
PARKS CANADA	Prince Edward Island	2
VETERANS AFFAIRS CANADA	Prince Edward Island	3
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	Québec	5
AGRICULTURE CANADA	Québec	20
CANADA BORDER SERVICES AGENCY	Québec	33
CANADA MORTGAGE & HOUSING CORP	Québec	1
CANADA PORTS CORP.	Québec	2
CANADA REVENUE AGENCY	Québec	20
CANADIAN FOOD INSPECTION AGENCY	Québec	1
CANADIAN HERITAGE	Québec	6
CANADIAN HUMAN RIGHTS COMMISSION	Québec	1
CANADIAN INTERNL.DEV.AGENCY	Québec	3
CANADIAN SPACE AGENCY	Québec	1
CDN.MUSEUM OF CIVILIZATION	Québec	1
CITIZENSHIP & IMMIGRATION CANADA	Québec	10
CORRECTIONAL SERVICE CANADA	Québec	74
CRTC	Québec	2
DEPARTMENT OF JUSTICE CANADA	Québec	1
DEPT.OF NATIONAL DEFENCE	Québec	89
ENVIRONMENT CANADA	Québec	11
FED.OFF.REGIONAL DEVELOPMENT-QUEBEC	Québec	4
FEDERAL BUSINESS DEVELOPMENT.BANK	Québec	1
FISHERIES AND OCEANS	Québec	1
FOREIGN AFFAIRS & INTERNATIONAL TRADE	Québec	6

Department Name	Province	Number of GCSci Users
HEALTH CANADA	Québec	8
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	Québec	57
IMMIGRATION & REFUGEE BOARD	Québec	2
INDUSTRY CANADA	Québec	21
LAURENTIAN PILOTAGE AUTHORITY	Québec	1
LIBRARY AND ARCHIVES CANADA	Québec	9
NATIONAL BATTLEFIELDS COMM.	Québec	1
NATIONAL FILM BOARD	Québec	4
NATIONAL PAROLE BOARD	Québec	3
NATIONAL RESEARCH COUNCIL	Québec	7
NATIONAL TRANSPORTATION AGENCY	Québec	1
NATURAL RESOURCES CANADA	Québec	14
PARKS CANADA	Québec	19
PUBLIC SERVICE COMMISSION	Québec	4
PWGSC/TPSGC	Québec	112
ROYAL CANADIAN MOUNTED POLICE	Québec	3
SOCIAL DEVELOPMENT CANADA	Québec	7
ST LAWRENCE SEAWAY MANAGEMENT CORPORATION	Québec	1
STATISTICS CANADA	Québec	8
TELEFILM CANADA	Québec	1
TRANSPORT CANADA	Québec	13
TRANSPORTATION SAFETY BOARD	Québec	5
VETERANS AFFAIRS CANADA	Québec	6
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	Saskatchewan	5
AGRICULTURE CANADA	Saskatchewan	13

Department Name	Province	Number of GCSci Users
CANADA BORDER SERVICES AGENCY	Saskatchewan	7
CANADA REVENUE AGENCY	Saskatchewan	5
CANADIAN HERITAGE	Saskatchewan	1
CITIZENSHIP & IMMIGRATION CANADA	Saskatchewan	1
CORRECTIONAL SERVICE CANADA	Saskatchewan	21
DEPARTMENT OF JUSTICE CANADA	Saskatchewan	2
DEPT.OF NATIONAL DEFENCE	Saskatchewan	18
EMERGENCY PREPAREDNESS CANADA	Saskatchewan	1
ENVIRONMENT CANADA	Saskatchewan	1
HEALTH CANADA	Saskatchewan	13
HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA	Saskatchewan	7
INDUSTRY CANADA	Saskatchewan	6
NATIONAL PAROLE BOARD	Saskatchewan	3
NATIONAL RESEARCH COUNCIL	Saskatchewan	4
NATURAL RESOURCES CANADA	Saskatchewan	1
PARKS CANADA	Saskatchewan	13
PUBLIC SERVICE COMMISSION	Saskatchewan	1
PWGSC/TPSGC	Saskatchewan	9
ROYAL CANADIAN MOUNTED POLICE	Saskatchewan	4
SOCIAL DEVELOPMENT CANADA	Saskatchewan	1
WESTERN ECONOMIC DIVERSIFICATION	Saskatchewan	2
ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA	Yukon	1
PARKS CANADA	Yukon	4
PWGSC/TPSGC	Yukon	1
ROYAL CANADIAN MOUNTED POLICE	Yukon	1

GCSurplus.ca Sales by Regional Sales Centre and Sale Type

The following Table provides a breakdown of the volume and value of sales processed through GCSurplus.ca by GCSurplus Regional Sales Centre and Type of Sale.

Note: The following volumetric data offers some additional context to the volumes of Clients and Sales identified in the evaluation procedures. Bidder understands and agrees that this is being provided for information purposes only and does not constitute any commitment of volumes and/or does provide any basis for payment in the period of the resulting contract.

Region	Sale Type	Contracts Awarded	Transactions	Sales
HA0	K - Period Contract	6	216	\$222,940.74
HA0	Q - Regular Sale - Negotiated	0	18	\$45,099.00
HA0	R - Regular Sale - Tenders	0	2,238	\$4,382,358.34
	TOTAL		2,472	\$4,650,398.08
MO0	K - Period Contract	17	476	\$673,167.87
MO0	Q - Regular Sale - Negotiated	0	1	\$2,000.00
MO0	R - Regular Sale - Tenders	0	3,990	\$5,140,453.88
	TOTAL		4,467	\$5,815,621.75
OT0	K - Period Contract	3	1,479	\$506,264.34
OT0	M - Miscellaneous Revenue	0	4	\$1,090.13
OT0	Q - Regular Sale - Negotiated	0	11	\$3,588.16
OT0	R - Regular Sale - Tenders	0	5,464	\$8,502,977.74
	TOTAL		5,479	\$9,013,920.37
TO0	K - Period Contract	9	212	\$130,647.81
TO0	M - Miscellaneous Revenue	0	1	\$200.00
TO0	Q - Regular Sale - Negotiated	0	12	\$44,453.24

Region	Sale Type	Contracts Awarded	Transactions	Sales
TO0	R - Regular Sale - Tenders	0	4,425	\$5,067,601.12
TOTAL			4,438	\$5,242,902.17
Legend: HA0 (Dartmouth); MO0 (Montreal); OT0 (Ottawa); TO0 (Toronto). Region	Sale Type	Contracts Awarded	Transactions	Sales
WI0	K - Period Contract	5	199	\$105,001.47
WI0	Q - Regular Sale - Negotiated	0	41	\$8,325.00
WI0	R - Regular Sale - Tenders	0	2,156	\$1,579,585.68
TOTAL			2,396	\$1,692,912.15
RE0	K - Period Contract	1	2	\$15,989.44
RE0	Q - Regular Sale - Negotiated	0	4	\$20,071.43
RE0	R - Regular Sale - Tenders	0	876	\$821,037.19
TOTAL			882	\$857,098.06
ED0	A - Auction	0	4	\$310.00
ED0	E - Regular Sale - Emergencies	0	2	\$5,154.99
ED0	K - Period Contract	4	192	\$203,032.72
ED0	Q - Regular Sale - Negotiated	0	6	\$46,519.45
ED0	R - Regular Sale - Tenders	0	2,027	\$4,913,445.62
TOTAL			2,225	\$5,168,462.78
VA0	K - Period Contract	1	112	\$80,935.88
VA0	M - Miscellaneous Revenue	0	2	\$1,332.79
VA0	Q - Regular Sale - Negotiated	0	99	\$1,397,671.04
VA0	R - Regular Sale - Tenders	0	3,724	\$4,260,966.71
TOTAL			3,825	\$5,740,906.42

Region	Sale Type	Contracts Awarded	Transactions	Sales
	Overall Total	43	26,184	\$38,182,221.78

Legend: WI0 (Winnipeg); RE0 (Regina); ED0 (Edmonton); VA0 (Victoria).

ATTACHMENT A

BID SUBMISSION FORM

**DEPARTMENT OF PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA (PWGSC)**

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**GOVERNMENT SURPLUS ONLINE AUCTIONING
SYSTEM (GCSurplus OAS)**

BID SUBMISSION FORM		
Bidder's full legal name [Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [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.]		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [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 [check the box that applies]:	

	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p>	
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR	
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>		
<p>Security Clearance Level of Bidder [include both the level and the date it was granted] [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.]</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:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative of Bidder

ATTACHMENT B

TEAM CERTIFICATION

**DEPARTMENT OF PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA (PWGSC)**

**DRAFT REQUEST FOR PROPOSAL
EN578-140437/001/XS**

**GOVERNMENT SURPLUS ONLINE AUCTIONING
SYSTEM (GCSurplus OAS)**

TEAM CERTIFICATION

Canada believes that there is a strong correlation between the success of an initiative and a Contractor with well-established relationships with its team members (joint venture partners, partners, parent organization, affiliated organization, any subsidiary organization and major tier-one subcontractors).

Therefore, by signing the certification below, the Bidder hereby certifies that:

- (i) All of the Bidder's team members identified in its proposal have a signed teaming agreement or signed Contract in respect of the services to be provided under any contract resulting from this RFP, prior to the bid closing date (A signed letter of intent from a team member is not sufficient);
- (ii) Where the team member is a related organization (i.e. parent, affiliated and/or subsidiary organization), the teaming agreement or Contract for the services to which the experience relates, must stipulate that the Bidder can rely upon and use the experience of the team member throughout the performance of any resulting Contract; and
- (iii) Where the team member is a major tier-one subcontractor or limited partner, the teaming agreement or Contract must stipulate that the team member whose experience is being presented for evaluation will be actively responsible for the delivery of those services to which the experience relates under any resulting Contract.

In order to demonstrate that it meets this requirement, the Bidder is requested to provide the following certification:

CERTIFICATION SIGNATURE

We hereby certify compliance with the above noted requirements and have signed teaming agreements that meet the above requirements with the following team members:

(Bidders must enter the names of the organization(s) for which teaming agreements or Contracts are in place).

We also certify that the signature below is that of a person authorized to sign on behalf of the Bidder.

Signature	Date