

Request for Proposal (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

2. Summary

In 2008, the International Education Division (now BBY) developed and managed in close partnership with the Council of Ministers of Education, Canada (CMEC) the Imagine Education au/in Canada Brand and a distribution database of digital and print assets, known as the Imagine Brand Extranet (www.imagine.cmec.ca).

While accessible by several hundred Canadian educational institutions, this Brand Extranet also allows over 100 missions to find and download materials (some 900) for the 240 or more promotional education events organized by our missions annually.

With the new EduCanada brand, we need to refresh the look of the Brand Extranet with its new logo and look. We will also need to create new promotional materials that support the new EduCanada brand. Moreover, this represents an excellent opportunity to further improve the user-interface and automatic functionality of the current Extranet, as it is currently significantly underperforming the digital asset management (D.A.M.) extranet solutions of today.

We would like to offer a more streamlined portfolio of digital assets with the possibility for the end-users to slightly tailor new EduCanada templates to their geographic market/events.

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The D.A.M. extranet solution should save hours of our Trade Commissioners' time spent on seeking, downloading or modifying promotional materials for international education in Canada. The immediate on-line tailoring will produce print-ready materials in a most timely manner, all while still respecting a pre-determined EduCanada Brand Look

3. Debriefings

At contract award, the Contracting Authority will notify all bidders of the name of the Contractor who has been awarded the contract as well as its total estimated value and as to why their bid was not selected.

Bidders may request a debriefing on the results of the RFP process, within 15 calendar days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

4. Challenges

Furthermore, the Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

In its entirety Delete every section that mention PWGSC as the Minister and Insert Foreign Affairs, Trade and Development Canada

Subsection 5.4 of 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

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2. Submission of Bids

Bids must be submitted only to Department of Foreign Affairs, Trade and Development by the date, time and email address indicated on page 1 of the bid solicitation. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

The non-compliance with stated requirements will be grounds for rejection and the proposal will not be considered

2.1 Incapacity to Contract with Government

1. By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#),

The Bidder also certifies that no one convicted under any of the provisions under a or b are to receive any benefit under a contract resulting from this bid solicitation, unless a pardon or a

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record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

3. Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Bidder's responsibility

5.1 It is the Bidder's responsibility to:

- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- b. prepare its proposal in accordance with the instructions contained in the RFP;
- c. submit by closing date and time a complete proposal;

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d. ensure that the Bidder's name, return address, and the RFP number are clearly visible on the envelope or the attachment(s) containing the proposal; and,

f. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

1. Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
2. Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
3. A proposal cannot be assigned or transferred in whole or in part.

5.1.2 Language of Proposal

Proposal documents and supporting information must be submitted in English.

6. Applicable Laws

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

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

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Electronic proposals must be in PDF format and the total email file size cannot exceed 7MB. The subject line must be in the following format: Proposal for RFP # 16-116914. Only proposals submitted by email indicated on the first page, will be accepted. Canada requests that bidders provide a separate PDF file for each Section, and titled as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Electronic proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and the proposal may not be evaluated.

Ensure the name of the contracting authority, the closing date and the solicitation number are clearly identified in the body of the email. Failure to comply with the Bid Preparation Instructions will be grounds for disqualification and the proposal may not be evaluated.

Canada requests that bidders use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**4.1. Evaluation Procedures**

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

4.1.1 Technical Evaluation

Point rated technical evaluation criteria are included in Annex C

4.2. Basis of Selection**Highest Combined Rating of Technical Merit 60 % and Price 40 %**

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum total of **70 percent for the rated criteria**.

Bids not meeting (a) or (b) or (c) will be declared non-responsive for the applicable resource.

The combined rating of technical merit and price for a resource will be determined by adding together the points for pricing and for technical merit for the resource.

The responsive bid for a resource with the highest combined rating of technical merit and price will be recommended for award of a contract for the applicable resource.

[The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.] The total number of points that can be granted is 135, and the lowest evaluated price is \$45,000.00 (45).

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Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.58$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36$	$45/45 \times 40 = 40$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

* the lowest evaluated price (bidder C in this example)

** the respective bidders own bid price

*** the maximum price points available

PART 5 - CERTIFICATIONS

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

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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

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By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - 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.

5.2. Additional Certifications Required Precedent to Contract Award

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

5.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by 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 may 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.

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.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

There is no security requirement associated to this contract

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirement

There is no security requirement applicable to this Contract.

7.4 Term of Contract**7.4.1 Period of the Contract**

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins at a minimum on July 18th, 2016 and ends July 17th, 2017 .
- b. **Option to Extend the Contract** :
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up **to two (2) additional** option periods of 12 months each under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

7.5 Authorities**7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

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Name: Emilie Hamelin Boileau
Title: Procurement Officer
Telephone: (343) 203-1303
E-mail: emilie.hamelin-boileau@international.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.

7.5.2 Project Authority (filled in at contract award)

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____ - ____ - ____
 Facsimile: ____ - ____ - ____
 E-mail address: _____

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

7.5.3 Contractor's Representative

(Fill in at contract award)

7.6 Payment

7.6.1 Basis of Payment

Initial Set Up: For the one-time installation fee, all as detailed in the Contract, Canada will pay the Contractor the firm price for the initial set up set out in Annex B, following submission of a valid invoice, applicable taxes extra

7.6.1.1 Quarterly Payment: For the annual hosting-, support, licensing and templating fees, Canada will pay the Contractor on a quarterly basis set out in Annex B, during the 3 months covered by the invoice in accordance with the payment provisions of the Contract if :

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;

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(iii) the services provided have been accepted by Canada.

7.6.1.2 Travel and Living Expenses: Canada will not pay any travel or living expenses associated with performing the Work.

7.6.2 Limitation of Expenditure

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract. The amount set out on page one of the Contract has been calculated based on the following:

(A) \$ _____, for annual hosting , supporting, licensing and templating fees;

AND

(B) \$ _____, One-time installation fee –

Taxes are extra, as applicable. This amount has been included for the administrative purposes of Canada and does not represent a commitment to purchase goods or services under this Contract in this amount.

(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. In reference to initial set up at paragraph (B) above, the Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (1) When it is 75 percent committed, or
- (2) 4 months before the Contract expiry date, or
- (3) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

(ii) 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.

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7.7 Invoicing Instructions

The Offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the quarterly maintenance report described in the Statement of Work of the Contract and service reports for all services calls rendered during each quarterly period. Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

The Offeror must distribute the invoices and reports as follows:

- a. The original and two (2) copies of the invoices and quarterly maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.8 Certifications**7.8.1 Compliance**

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

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) General conditions 2035 (2016-04-04), Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Evaluation Criteria.

7.11 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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ANNEX "A"
STATEMENT OF WORK

EduCanada Brand Digital Asset Management System and Brand Guidelines Portal

1. Background:

The International Education Strategy (IES)

On January 15th, 2014, the Minister of International Trade, launched an International Education Strategy (IES) designed to enhance Canada's position as a world leader in higher education and research, and contributing to Canada's future prosperity and that of our international partners.

The primary objective of the IES is to double the intake of international students in Canada from 239,131(2011) to 450,000+ by 2022. As approved in 2013, IES funding was increased from its historic (2007-2012) annual \$1 million to \$5 million a year which includes the development of a refresh Education Brand logo and look for 2016.

The international Education Division (BBY) works closely with the Council of Ministers of Education, Canada (CMEC) through the Federal-Provincial Advisory Committee on international activities related to education (FPCCERIA) to manage a collaborative "Imagine Education-au-in-Canada" Brand. The Crown owns the "Imagine Education au/in Canada" official mark, since 2008 and it is licensed to the CMEC who sub – licenses it to Canadian education institutions? In 2015, it was registered as a Trade-Mark in more than 80 countries.

By the end of 2014, Canadian education institutions, supported by Global Affairs' network of embassies and consulates, annually participated in over 170 education-promotion events in 70 countries under the "Imagine Education au/in Canada" brand.

On November 2013, Ogilvy & Mather, a global marketing firm was hired to develop a new brand logo and look as well as an Integrated Marketing plan. The new Brand look will be ready end of January 2016. BBY will then start producing new promotional material and exhibit displays.

Brand Extranet

Since 2009, BBY and the CMEC have co-managed a Brand Extranet which is used by Global Affairs missions, Canadian educational institutions as well as Canadian provinces and territories. This **Brand Extranet** can be consulted by representatives of these groups via www.imagine.cmec.ca. The Brand Extranet is hosted outside of the Department and the hosting is paid by the CMEC.

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The Brand Extranet is the one stop shop for the following types of users:

- Education officers in Department of Foreign Affairs, Trade and Development Canada missions (about 150 users);
- Canadian provinces and territories (about 20 users);
- Canadian educational institutions (about 600 users).

Each type of user has a different level of access to the Brand Extranet.

The current www.imagine.cmec.ca Brand Extranet enables the users to:

- Consult the Brand Use policy and the list of Brand Eligible Canadian Institutions designated by their provinces and territories;
- View and download the several hundred print and electronic promotional tools or exhibit displays
- Consult the Brand technical guidelines.

After having consulted with all users, we have established a set of enhanced functionalities that would be required or appreciated.

2. Objectives

The overall objective is to develop a new Brand Extranet that will replace the existing Brand Extranet with a Digital Asset Management (DAM) System and an accompanying “Brand Guidelines” portal extranet.

We would like to manage our digital asset collection and our user-permissions in such a way to make our assets more searchable and to give us the capabilities to bundle our assets for specific pre-defined user groups. BBY would also like to use DAM functionality to enable users to make predefined modifications to create customized promotional items on their own.

3. Tasks

The tasks are as follows:

- Source a Software as a Service (SaaS) Digital Asset Management with functionality as described in the Mandatory features sections in this document.
- Create and implement a robust metadata and digital asset categorization schema to facilitate both: easy asset discovery as well as asset “bundling” or “packaging” to create pre-designed grouping of digital assets.
- Define and configure an arbitrary (potentially hierarchical), number of user groups and roles to allow for management of access to (i.e. permission to use) digital assets. This should be configurable by geographic location and/or role in organization of the user.
- Preload (pre-populate) the existing user profiles into the new system, as much as possible.
- Design, configure and populate a brand guideline extranet (portal) which will contain brand guideline content as well as access to the Digital Asset Management tool. This process will include visual design and information architecture and content publishing for this extranet site.
- Migrate existing digital assets as “historic/archival” documents (for use as historic references and as a basis for new digital assets).

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- Configure and test the DAM tool to be ready for the uploading of new updated digital assets with the new EduCanada branding.
- Note: For the purposes of this procurement and for the sake of clarity, the DAM and the Brand Guidelines Extranet site are treated as separate tools. The functionality of the two tools could however be combined into one product or logical entity.

4. Deliverables (all included within the yearly support (Service Level Agreement (SLA)) package)

- Initial Consultation with client to determine client needs and to assess time-line of steps to build a client-specific solution based on the bidder's D.A.M. Extranet software. This will include in a most timely manner: support documents and/or guidelines that allow the client to:
 - Gather and tag current digital assets
 - Tag future digital assets
 - Organise user-level permissions
 - Organise user access codes and passwords
 - Customise an area of the D.A.M. software for posting New Brand Guidelines
 - Develop Dynamic Template Materials
 - Give D.A.M. solution a New Edu-Canada Brand Look (skin)
- Initial migration of legacy (historical) digital assets with their respective meta-tags as appropriate
- Subsequent migrations of new digital assets with meta-tags as appropriate
- Beta-configuration and customization of D.A.M. Extranet solution
 - Troubleshooting issues and providing solutions
- Final-configuration and customization of D.A.M. Extranet solution
- Training of D.A.M. Extranet Solution Administrators and Power-Users
 - Support documents and/or guidelines to allow the client to train its users of the D.A.M. Extranet Solution
- Final-configuration of the D.A.M. Extranet Solution is launched on-line for the client and its users

On-going and subsequent support as required

5. Relevant Metrics

Anticipated Number of Administrators for first year:	at least 3
Anticipated Number of named user accounts for first year:	at least 150 with access to all sections and at least 300 with limited access
Total storage requirements for digital media (Archival & New) or first year:	at least 450Gb
Portion of storage requirement for archival digital media at launch:	about 250 of 450Gb
Total number of source digital media for first year;	about 800
Portion of storage requirement for archival digital media at launch:	at least 600 of 800
Total number of "dynamic" templates (from which users can make customized assets):	at least 25 (flexible)

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ANNEX "B"

PRICING SCHEDULE

The Offeror must complete this pricing schedule and include it in its financial proposal. **Pricing must only be contained in the financial proposal.**

1.1 Offerors shall quote in Canadian dollar (CAD), firm prices/rates as indicated in the tables below that include all costs necessary to perform the work. Taxes must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.

1.2 The pricing schedule is provided below (the total cost should be a yearly fee):

Contract Period: From July 18th, 2016 to July 16th, 2017

Component, Service or Feature		Conditions and/or terms	Price
1. One-time Onboarding Service Fee			
2. Yearly Software Usage Fee			
	Storage Limit		
	Administrator User Account Limit		
	Named User Account Limit		
	Dynamic Templates Limit		
	Brand Extranet (Portal)		
3. Yearly Support (SLA) Package			
TOTAL:			

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Option Period 01: From July 17th, 2017 to July 16th, 2018

Component, Service or Feature		Conditions and/or terms	Price
1. Yearly Software Usage Fee			
	Storage Limit		
	Administrator User Account Limit		
	Named User Account Limit		
	Dynamic Templates Limit		
	Brand Extranet (Portal)		
2. Yearly Support (SLA) Package			
TOTAL:			

Option Period 02: From July 17th, 2018 to July 16th, 2019

Component, Service or Feature		Conditions and/or terms	Price
1. Yearly Software Usage Fee			
	Storage Limit		
	Administrator User Account Limit		
	Named User Account Limit		
	Dynamic Templates Limit		
	Brand Extranet (Portal)		
2. Yearly Support (SLA) Package			
TOTAL:			

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ANNEX "C"
EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS

Proposals must identify the qualifications and experience of the firm enabling it to carry out the tasks. This can be done by systematically addressing each of the experience requirements detailed below.

Proposals must provide supporting information in terms of years of experience and in terms of related projects. These supporting references must clearly describe the degree and nature of the knowledge/experience of *the company*. Supporting information shall include previous experience with respect to the factors listed below.

#	Mandatory Criteria The bidder must demonstrate that their software service-solution offers the following and that they have the capability or features by cross-referencing areas in their software solution or in related completed projects that used their software :	Cross Reference to Proposal <i>[supplier to insert]</i>
	User Management, Governance and Workflow Features:	
M1	Secure User Login	
M2	Self-serve user account access management, including password recovery	
M3	At least two user levels to allow for an (Administration) user level with asset and user maintenance, as well as several user levels; the latter is according to different permissions which offers them different levels of access to single and bundled digital assets	
M4	Administrators can create user groups to which can be assigned varying permissions to individual or packages (categories) of assets	
M5	Approval workflow can be configured to monitor and control the access of specific users or user groups to upload, download and/or modify specific assets or group of assets	
	Interface Design and Access (End-User Experience) Features:	
M6	Interface supports all major internet browsers	
	Platform Architecture and Infrastructure (including backups, archiving and retrieval)	
M7	Regular backups of entire digital asset set performed on an automated basis	
M8	Service Level Agreement (SLA) options include at least 99.5% uptime	

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M9	Archiving and archiving retrieval service available	
M10	Bulk data migration as a standard service	
	Digital Asset Management/Transformation, Metadata, Taxonomy, Categorization and Search	
M11	Search for digital assets can be based on metadata and content categorization.	
M12	Filtered search is standard feature	
M13	Functionality for a user to modify a limited features of an existing digital asset templates to create unique customizations. Includes configurable workflow for approval of customization	
M14	Core digital asset can be transformed to standardized formats and sizes on demand by users	
	Analytics and Reporting	
M15	Basic upload and download statistics by user and in aggregate	
	Brand Guideline Portal (Extranet) User Interface Elements	
M16	Secure user login and self-serve user account access if this is not integrated with the DAM	
M17	Access to content can be restricted by user or user group (permissions based)	
	Brand Guideline Portal (Extranet) Support Capabilities	
M18	Initial development and deployment support package available	
M19	Post-launch phone support package available as part of Service Level Agreement (SLA)	
M20	Post -launch email support package available as part of Service Level Agreement (SLA)	

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2 Point Rated Technical Criteria - Maximum: 75 points

2.1 Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below.

2.2 Bidders must receive the minimum technical rating score : **70%** in order to be further evaluated on the basis of their financial proposal.

2.3 Any bid which fails to obtain the required minimum technical rating score specified in each Criterion will be declared non-compliant. Each point-rated technical criterion will be addressed separately.

#	Point Rated Technical Criteria The bidder should demonstrate that their software service-solution offers the following and that they have the capability or features by cross-referencing areas in their software solution or in related completed projects that used their software :	Cross Reference to Proposal [Supplier to Insert]	Max Available Points	Points Received
User Management, Governance and Workflow Features:				
R1	User groups can be "hierarchical" in that a "child" group will inherit the permission profile of a "parent"		3	
Interface Design and Access (End-User Experience) Features:				
R2	Responsive design (suitable for use on mobile devices)		3	
R3	Native Mobile App for the DAM tool		3	
R4	Drag and drop functionality for download and upload of content in DAM		3	
R5	Bilingual (French and English) Interface. All menus, tokens, content and other interface items should be available in either English or French as selected by the user		3	
Digital Asset Management/Transformation, Metadata, Taxonomy, Categorization and Search				
R6	Content can be bundled in "categories" that can then be used in asset discovery (navigation) and search		3	
R7	Configurable controlled vocabulary feature		3	
R8	Filtered and faceted search to refine asset discovery		3	
R9	Search can index and return internal content of standard Microsoft Documents		3	
R10	Standard (default) taxonomies and metadata elements can be created to be used for asset upload		3	

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R11	Batch edit of metadata on existing assets	3	
Analytics and Reporting			
R12	Custom report builder	3	
R13	Configurable Admin Dashboard	3	
R14	Standard (default) taxonomies and metadata elements can be created to be used for asset upload	3	
R15	Batch edit of metadata on existing assets	3	
Extensibility and Integration			
R16	Drag and drop integration to Adobe Creative Suite Formats	3	
R17	Integration to Drupal WCMS	3	
R18	Integration to Wordpress WCMS	3	
Brand Guideline Portal (Extranet) User Interface Elements			
R19	Bilingual (French and English) Interface. All menus tokens, content and other interface items should be available in either English or French as selected by the user.	3	
R20	Basic Web Content Management Functionality including the ability to customize or create the following: Site templates, navigation, visual design elements and content.	3	
Brand Guideline Portal (Extranet) Support Capabilities			
R21	Emergency Support package available as part of the Service Level Agreement (SLA).	3	
Company Qualifications			
R22	At least 2 (two) references in the Education sector (College, University or Education Promotion Organization). These references should include current contact information (email, phone number and address and name of the company). These references should be a previous client who is familiar with the DAM implementation in their organization.	6	
R23	At least 2 (two) references for Canadian-based clients. Reference should include current contact information (email, phone number and address and name of the company), for a previous client who is familiar with the DAM implementation in their organization	6	
Total:		75	