# Request for Proposal (RFP): 01R11-18-C016 FOR THE PROVISION OF Real-Time In-Situ Soil Monitoring

# FOR Agriculture and Agri-Food Canada (AAFC)

## **Contracting Authority:**

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## **TABLE OF CONTENTS**

- 1.0 Project Summary
- 2.0 Security Requirements
- 3.0 Interpretation

## PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

- 1.0 Contractual Capacity
- 2.0 Acceptance of Terms and Conditions
- 3.0 Incurring Cost
- 4.0 Enquiries Solicitation Stage
- 5.0 Rights of Canada
- 6.0 Substantiation of Professional Services Rates
- 7.0 Mandatory Clauses
- 8.0 Debriefing
- 9.0 Office of the Procurement Ombudsman

# PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

- 1.0 Applicable Laws
- 2.0 Submission of Proposal
- 3.0 Proposal Preparation Instructions
- 4.0 Preparation of Technical Proposal (Section 1)
- 5.0 Preparation of Financial Proposal (Section 2)
- 6.0 Certification Requirements (Section 3)
- 7.0 Evaluation Procedures
- 8.0 Request for Proposal Amendment(s)

## PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

- 1.0 General Conditions
- 2.0 Requirement
- 3.0 Security Requirements
- 4.0 Contract Period
- 5.0 Contracting Authority
- 6.0 Project Authority
- 7.0 Contractor Representative
- 8.0 Priority of Documents
- 9.0 Basis for Canada's Ownership of Intellectual Property
- 10.0 Replacement of Personnel
- 11.0 Access to Government Facilities/Equipment
- 12.0 Damage to or Loss of Crown Property
- 13.0 Basis of Payment
- 14.0 Method of Payment
- 15.0 Direct Deposit
- 16.0 Invoicing Instructions
- 17.0 Mandatory Certifications

- Non-Permanent Resident 18.0
- 19.0 Insurance Requirements

## **LIST OF APPENDICES**

Appendix A - General Conditions

Appendix B - Statement of Work

Appendix C - Basis of Payment

Appendix D - Evaluation Procedures & Criteria Appendix E - Certification Requirements

Appendix F – Sample Dataset

## GENERAL INFORMATION

## 1.0 PROJECT SUMMARY

To acquire the services of a Contractor to provide a secure web-based platform (in compliance with OGC and Government of Canada standards), to deliver AAFC's RISMA network data.

This online platform shall be accessible to external users and the general public, where current (within the last hour) and daily average atmospheric and soil moisture/temperature conditions can be viewed, graphed and downloaded on a near real-time basis; and historic data is accessible. The online platform shall also provide an interactive mapping and graphical capability that allows users to view and graph data selected by the user based on the geographic location of the station(s) and other user selected variables.

## 2.0 SECURITY REQUIREMENTS

N/A

## 3.0 INTERPRETATION

In the Request for proposal "RFP",

- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time:
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official:
- 3.4 "Contractor", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract:
- 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.6 "Project Authority or authorized representative" means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning

- a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 "Proposal" means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. "Bidder" means a person or entity submitting a Proposal in response to this RFP;
- 3.9 "Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

## PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

## 1.0 CONTRACTUAL CAPACITY

1.1 The Bidder must have the legal capacity to enter into legally binding contracts. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder should provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this RFP.

## 2.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 Agriculture and Agri-Food Canada will <u>only</u> consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

## 3.0 INCURRING COST

- 3.1 The cost to prepare the Proposal will <u>not</u> be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

## 4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **ten (10)** calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed ONLY to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.

- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

## 5.0 RIGHTS OF CANADA

- 5.1 Canada reserves the right to:
  - 1. Accept any Proposal in whole or in part, without prior negotiation;
  - 2. Reject any or all Proposals received in response to this RFP;
  - 3. Cancel and/or re-issue this RFP at any time;
  - 4. Ask the Bidder to substantiate any claim made in the Proposal;
  - 5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
  - 6. Award one or more Contracts;
  - 7. Retain all Proposals submitted in response to this RFP.

## 6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

- In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:
  - documentation (such as billing records) that shows that the Bidder has
    recently provided and invoiced another customer (with whom the Bidder
    deals at arm's length) for services similar to the services that would be
    provided under a resulting contract, and the fees charged are equal to or less
    than the price offered to Canada (to protect the privacy of the customer, the
    Bidder may black out the customer's name and personal information on the
    invoice submitted to Canada);
  - a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
  - 3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
  - 4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada

to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

## 7.0 MANDATORY CLAUSES

7.1 Where the words "must", "shall" or "will" appear in this RFP, the clause is to be considered as a mandatory requirement.

## 8.0 DEBRIEFING

8.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within the timeframe specified in the contract award notice. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

## 9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The Office of the Procurement Ombudsman was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

# PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

## 1.0 APPLICABLE LAWS

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Ontario.
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

## 2.0 SUBMISSION OF PROPOSAL

2.1 Proposals must be submitted in hard copy as described in Article 3.0.

Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.

- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority named on the cover page of the RFP no later than **August 8<sup>th</sup>**, **2017at 2:00 PM**<u>CST</u>. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.4 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.6 Proposals submitted in response to this RFP will not be returned.

## 3.0 PROPOSAL PREPARATION INSTRUCTIONS

3.1 The proposal **should** be structured in **THREE SEPARATELY BOUND parts** (in separate envelopes) as indicated below:

Section 1	Technical Proposal (with no reference to price)	1 original hard copy and 1 electronic copy on CD or USB
Section 2	Financial Proposal	1 original hard copy and 1 copy
Section 3	Certifications	1 original hard copy and 1 copy

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

- 3.2 The Bidder may submit a proposal in either official language.
- 3.3 Each copy of the proposal is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the RFP Number.

## 4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

4.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the **Statement of Work Appendix "B"**, as well as demonstrate how the Bidder will meet the requirements of the **Evaluation Procedures and Criteria Appendix "D"**.

## 4.2 Security Requirements

N/A

## 5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder shall provide a firm all inclusive price to provide the services requested in accordance with the Statement of Work **Appendix B**.

The requirements of the Financial Proposal are detailed in Appendix D, Evaluations Procedures and Criteria.

Prices shall not appear in any area of the proposal except in the Financial Proposal.

The firm all inclusive cost of the resulting contract must not exceed \$93,000.00 CAD excluding applicable taxes. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

## 6.0 CERTIFICATION REQUIREMENTS

In order to be awarded a contract, the certifications attached **in Appendix "E"** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, 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 frame period will render the proposal non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable certifications before and after award of a contract. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly,

or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

## 7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified **in Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of **Work (Appendix B)**.
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
  - a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c) request, before award of any contract, specific information with respect to bidders' legal status;
  - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

## 8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via GETS.

## PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01R11-18-C016, the following Terms and Conditions shall form part of the Resulting Contract:

## 1.0 GENERAL CONDITIONS

1.1 The General Conditions attached in Appendix A shall form part of any Resulting Contract.

## 2.0 REQUIREMENT

- 2.1 The contractor will provide the services identified in Appendix B, Statement of Work.
- 2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

## 3.0 SECURITY REQUIREMENT

There is no security associated with the work

## 4.0 CONTRACT PERIOD

4.1 The Contract shall be from date of contract award to October 31, 2020.

## 5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Colby Collinge, Materiel Manager Agriculture and Agri-Food Canada Western Service Centre 300 – 2010 12<sup>th</sup> Avenue Regina, Sask. S4P 0M3

Telephone : 306-523-6546

E-mail address: Colby.collinge@agr.gc.ca

5.2 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

## 6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

The contact information for the Project Authority will be provided at time of contract award.

- 6.2 The Project Authority, or authorized representative, is responsible for:
  - 1. All matters concerning the technical content of the Work under the Contract;
  - Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
  - 3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
  - 4. Review and approve all invoices submitted.

## 7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

The contact information for the Contractor Representative will be provided at time of contract award.

- 7.2 The duties and responsibilities of the Contractor Representative shall include the following:
  - 1. Responsible for the overall management of the Contract;
  - 2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract:
  - Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decisionmaking authority for contractual matters;
  - 4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
  - 5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
  - 6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
  - 7. Manage the transition of any potential resource(s) turnover during the period of the Work.

## 8.0 PRIORITY OF DOCUMENTS

- 8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:
  - 1. These Terms and Conditions;
  - 2. The Statement of Work, Appendix B hereof;

- 3. The General Conditions, Appendix A hereof;
- 4. Basis of Payment, Appendix C hereof;
- 5. Certification Requirements, Appendix E
- 6. Request for Proposal number 01R11-18-C016;
- 7. Contractor's Proposal dated (to be inserted at contract award).

## 9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

- 9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.
- 9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Pursuant to the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

## 10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria.**
- 10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.

- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP #01R11-18-C016
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

## 11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

N/A

## 12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

12.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

## 13.0 BASIS OF PAYMENT

13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.

## 13.2 Firm Lot Price:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra

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.

## 14.0 METHOD OF PAYMENT

14.1 Payment will be made <u>in accordance with the following payment schedule</u>, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

For the delivery of the Contractor's web-based platform together with the delivery of continuous online data, maintenance, support and updates as described in the Statement of Work, including all hosting, back-up and recovery services, the Contractor shall be paid an annual subscription fee, payable on a quarterly basis, in accordance with the following:

TABLE 1 – Fixed/Firm Annual Subscription Fee			
Milestone	Task Description	Date of Deliverable	Amount
FY 2017-18			
1	AAFC approved web-based platform ready for cut-over and go-live and start of delivery of continuous online data, maintenance, support and updates	October 31, 2017	N/A – Amortized over the duration of the Contract
2	Delivery of continuous online data, maintenance, support and updates – First period	November 1 – December 1, 2017	
3	Delivery of continuous online data, maintenance, support and updates – Second period	December 2, 2017 - March 31, 2018	
FY 2018-19			
5	Delivery of continuous online data, maintenance, support and updates – First quarter	April 1 – June 30, 2018	
6	Delivery of continuous online data, maintenance, support and updates – Second quarter	July 1 – September 30, 2018	
7	Delivery of continuous online data, maintenance, support and updates – Third quarter	October 1 – December 31, 2018	
8	Delivery of continuous online data, maintenance, support and updates – Fourth quarter	04 0010	
FY 2019-20			
9	Delivery of continuous online data, maintenance, support and updates – First	April 1 - June 30, 2019	

	quarter		
10	Delivery of continuous online data, maintenance, support and updates – Second quarter	July 1 - September 30, 2019	
11	Delivery of continuous online data, maintenance, support and updates – <i>Third quarter</i>	October 1 - December 30, 2019	
12	Delivery of continuous online data, maintenance, support and updates – Fourth quarter and Transition-out of Service delivery	January 1 - March 31, 2020	
FY 2020-21			
13	Delivery of continuous online data, maintenance, support and updates – First		
	quarter		
14	pelivery of continuous online data, maintenance, support and updates – Second quarter	July 1 - September 30, 2020	

## 15.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada <u>Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)</u>.

Additional information is available at: <a href="https://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html">www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html</a>

## 16.0 INVOICING INSTRUCTIONS

- 16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 16.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- Contract #
- Contract Title
- Milestone Number and date
- Invoice Amount and GST
- GST #
- 16.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

## 17.0 MANDATORY CERTIFICATIONS

17.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

# 18.0 NON-PERMANENT RESIDENT (the non-applicable clause will be deleted at contract award)

## 18.1 (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 18.2 (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 19.0 INSURANCE REQUIREMENTS

19.1 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.

## **APPENDIX "A" - attached**

## **APPENDIX "B"**

#### **ONLINE DELIVERY SERVICES**

## AGRICULTURE AND AGRI-FOOD CANADA'S REAL-TIME IN-SITU SOIL MONITORING FOR AGRICULTURE (RISMA) NETWORK DATA

## 1. Background

Improved understanding of soil moisture is a key factor for ensuring Canada has a competitive and sustainable agriculture sector. Soil moisture data is important for addressing several aspects fundamental to agriculture including enhancing flood forecasting, weather forecasting, early warning of crop impact due to water stress and drought, performance of crop inputs such as fertilizer and pesticides, and transmission of pollutants through the soil. The data has increasing importance for both internal and end-user needs for modelling, research and for calibration of remotely sensed surface soil moisture products.

In 2011, Agriculture and Agri-food Canada's Science and Technology Branch (AAFC-STB) built an in-situ sensor network where soil moisture and meteorological data are collected in agricultural landscapes within Ontario, Manitoba and Saskatchewan over a total of 18 stations. Over time the network has grown to include 24 stations, as of May, 2017 (four (4) in Saskatchewan, 13 in Manitoba and seven (7) in Ontario). The network, named Real-time In-situ Soil Monitoring for Agriculture (RISMA) has provided critical support to multiple operational and research projects both domestically and internationally. The accessibility and timeliness of data delivery from this in-situ network are critically important to clients; especially when time-sensitive decisions are required or when operational models require input or verification.

To meet the objectives of various research projects, the RISMA system was designed to provide near-real time soil moisture (%), soil temperature (°C) and other meteorological data. Each station has three (3) sensors collecting temperature and soil moisture data located at up to six (6) soil depths (at 0-5 cm, 5cm, 20cm, 50cm, 100cm, and 150cm). Field data is collected from each of the stations in 15 minute intervals and is transmitted to an internal AAFC server on a timely basis (four (4) data packets of 15 minute measurements every one (1) hour). Within AAFC, the data is ingested into an automated Quality Control (QC) process to ensure quality and accuracy.

The RISMA dataset has been undergoing QC since 2013, with varying start dates per station. Some historic data is available as far back as 2011. AAFC estimates the RISMA dataset contains 3,363,840 records for the period ending December 31, 2016, and has produced an estimated additional 297,216 records, as of early May, 2017.

Currently (as of May, 2017), the RISMA dataset totals 6.05GB for Manitoba and Saskatchewan (17 stations combined) and 2.41GB for Ontario (8 stations).

Each year, AAFC estimates that the RISMA dataset generates another 840,960 records, producing approximately 1.06 GB of new data per year for the current station and sensor configuration. This includes:

- 4 x 15-minute data records per hour / per day (approximately 96 records);
- Approximately 35,040 data records for each station per year; and
- Approximately 840,960 records per year.

To enable data sharing based on Open Geospatial Consortium (OGC) standards, AAFC developed an independent web segment of the RISMA network. Data is transferred from AAFC's internal server to an externally facing web server based on interoperable protocols to be made available to the public and external users via the internet.

To assist AAFC in sharing the RISMA data with the public, a Request For Proposals (RFP) for RISMA data delivery was issued in August 2014 and awarded to Field Vision Inc. to provide a

web-based platform for the RISMA network data (http://wcag.fieldvision.ca/index-en.html). Given the expiry of the contracting period, to ensure an open and transparent approach while seeking best value for the Crown, AAFC is undertaking a competitive procurement process for the development, delivery and on-going hosting and maintenance of a web-based data visualization and distribution platform for the RISMA network.

## 2. Objective

To acquire the services of a Contractor to provide a secure web-based platform (in compliance with OGC and Government of Canada standards), to deliver AAFC's RISMA network data.

This online platform shall be accessible to external users and the general public, where current (within the last hour) and daily average atmospheric and soil moisture/temperature conditions can be viewed, graphed and downloaded on a near real-time basis; and historic data is accessible. The online platform shall also provide an interactive mapping and graphical capability that allows users to view and graph data selected by the user based on the geographic location of the station(s) and other user selected variables.

## 3. Scope of Work

## 3.1 The Contractor shall:

- Develop, provide, host, maintain and support an independent web-based platform (data website) for near real-time visualization and distribution of the AAFC RISMA data. A key aspect in this Contract is that the website is delivered securely over the web, requiring no information technology on the part of the user, other than standard web browsers and internet access. No special servers, network hardware, or PC software will be required to be purchased, installed, or maintained by AAFC.
- Provide specialized programming, monitoring and upgrading to the Contractor's web-based platform, as required to ensure the RISMA data display, visualization and download remains functional and up to date on an on-going basis. This shall include:
  - Providing and maintaining a secure server to receive (hourly), host and process AAFC historical (dating from June 2013, onwards) and current (last 15-minute data records ingested) data, including near real-time calculation and display of current and daily averages of AAFC's RISMA data for each sensor at each station using the then-current formulae as provided by AAFC (see Attachment 1 to this Statement of Work);
  - Providing download capabilities to users for 15-minute data records and daily averages for each sensor and all meteorological data at each of the stations within the RISMA network;
  - Providing interoperable data access interfaces using the then-current OGC Sensor Observation Service (SOS) protocol to both internal and external network nodes and users; and
  - Adding, removing, or modifying the web-based platform to provide full platform functionality to users for new, discontinued or adjusted RISMA reporting stations, sensors, or data fields and variables in all aspects of the data website, including map placement, as required. AAFC anticipates up to three (3) new stations (up to 18 sensors per station) may be added per year over the duration of the Contract.

## 4. Tasks

The Contractor shall complete the following Tasks under the contract:

1. The Contractor shall develop and implement its proposed web-based platform, as described in its Proposal as accepted by AAFC, and meeting AAFC's Technical and Functional requirements as described in section 5, to have a fully functioning website no

later than October 31, 2017 ready for cutover and go-live of all data delivery and web-based platform functionality to the public at 0:00h November 1, 2017.

- a. The Contractor shall provide to AAFC, no later than 15 business days prior to cutover and go-live, access to a test version of the Contractor's developed webbased platform, together with testing scripts and plans for AAFC to conduct user acceptance testing of the site's functionality and compliance with AAFC's requirements.
- b. The Contractor shall support AAFC in completing the user acceptance and compliance testing and shall incorporate AAFC's feedback and test results and make corrections to the site, as required, to ensure the web-based platform meeting AAFC's requirements is ready as of August 31, 2017, and able to be launched to the public no later than September 1, 2017.
- c. Cutover will be performed by AAFC personnel. The Contractor shall assist AAFC as required to ensure that the cutover from the current RISMA website to the Contractor's web-based platform is seamless to the public.
- The Contractor shall provide continuous Sensor Observation Service (SOS) where RISMA bulk data download is available to internal and external users. The SOS service shall ingest all historical RISMA data (dating from June 2013) and shall ingest all current RISMA data on an on-going basis as described in section 5 below.
  - AAFC shall retain ownership of all data and will provide the historical and real-time data to the Contractor via an AAFC publicly available HTTP server at the following internet address: <a href="http://www.agr.gc.ca/atlas/data">http://www.agr.gc.ca/atlas/data</a> donnees/geo/AAFC SoilMoisture/.
- 3. The Contractor shall deliver the web-based platform online and accessible 24 hours/day, 7 days a week.
- 4. The Contractor shall populate, host and serve the Quality Controlled (QCed) RISMA soil moisture/meteorological data through the final web-based platform, data in a near real-time manner (within at least an hour of the time that the data is made available on the AAFC server).
- 5. The Contractor shall provide maintenance and support to the web-based platform by:
  - Establishing a quality control process to monitor the web-based platform's health.
     Note that AAFC is responsible for the quality control of the data received by the Contractor;
  - b. Ensuring that the system is turned back on after unexpected shutdowns (within 24 hours) with a forewarning notice (i.e. rolling banner) to be displayed on the platform's website to inform users of the downtime if it exceeds 12 hours;
  - c. Performing regular backups (including weekly full backup and nightly incremental backup) of the platform and all Contractor-created content, not including data provided by AAFC:
  - d. Upgrading the system with necessary security patches and the latest libraries;
  - e. Correcting any issues (i.e. bugs) or problems that are discovered within the programming (whether discovered by the Contractor or identified to the Contractor by AAFC);
  - f. Re-ingest all data, not more than once a year, following database structure modifications or data re-processing, at the requirement of AAFC. AAFC anticipates that the RISMA database structure will not be modified by more than three columns per ingestion;
  - g. Add, as per AAFC requirements, up to three (3) new RISMA stations per year. Each station shall conform to AAFC's RISMA network standards (currently consisting of three (3) sensors at up to six (6) depth ranges). New station locations must be added

- to the Interactive Map and the website content (in French and English) must be updated to reflect these additions. The additions may be done together or separately, at any time of the year, as required by AAFC;
- Ensuring AAFC is provided with any and all inquiries received through the Contractor's web-based platform in a timely manner [within less than 24 hours (excluding weekends and federal statutory holidays) from the time the inquiry was received];
- i. Providing support to AAFC through email in English, available at a minimum from Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Standard Time, excluding statutory holidays observed by the federal government of Canada. Support provided by the Contractor shall include response, troubleshooting and successful resolution of all issues related to accessing and using the Contractor's web-based platform.
- 6. At the end of each quarter, the Contractor shall deliver to AAFC in electronic format a copy of the database and contents of the Contractor's web-based platform containing all daily data calculated and hosted in the solution.
- 7. The Contractor shall provide quarterly status reports for its delivery of services during the previous quarter, including:
  - a. status of the web-based platform, including system uptime, downtime scheduled and unscheduled maintenance completed and duration and nature of any impact to users or platform functionality and accessibility;
  - b. updates and patches implemented to the web-based platform;
  - c. report of any issues identified by AAFC or the Contractor, together with the Contractor's performance in responding to and satisfactorily resolving any issues;
  - d. completion of any additions, modifications, or removal of any sensor or station(s) within the web-based platform;
  - e. record of any and all data user inquiries received and provided to AAFC by the Contractor, including time of receipt and time of provision by the Contractor to AAFC.

## 5. RISMA Web-based Platform Functional and Technical Requirements

The Contractor's web-based platform shall be designed, developed, hosted, maintained and supported to meet the following requirements:

**5.1 Web-based Platform Functional Requirements**: The Contractor's web-based platform must contain and function with the following components:

#### a. Project and Network Descriptions:

- i. A home page providing a short background to the RISMA network, a link to the various sub-networks and to the data (current and daily conditions). Content in both English and French will be provided by the AAFC Project Authority.
  - a) Links to the data shall provide options to users to download all data as raw tables, in an accessible form; download data between user specified date ranges, time ranges, or a combination of date and time ranges (e.g. "May 5, 2016 12:00 to June 30, 2016, 17:15); or provide options to users for visualizations of the data (as described below).
- ii. A page providing a detailed description for all three sub-networks (including descriptive photos). Each of the sub-networks is to be linked to an interactive map. Content in both English and French languages will be provided by the AAFC Project Authority.
- iii. A page which locates the RISMA network on an interactive map, where all subnetworks are identified within the extent of a Canada map based on their

- locations, each station within the sub-network can be displayed in greater detail once the sub-network is clicked on, and a link to the data is available for each of the stations by clicking on individual stations.
- iv. A page that allows users to ask questions and report issues with the web-based platform. The Contractor shall design and maintain this page to ensure that all inquiries are delivered to an e-mail address provided and maintained by AAFC.

## b. Data Visualization Capabilities:

- i. A page to display data for each of the stations within each sub-network in a timely manner (i.e. data retrieved and displayed to the user within three (3) seconds). Users must be able to select individual stations from a list, through separate tabs, or a scroll menu. An interactive map shall also be available to users to display the sub-network configuration and identify the location of each of the stations. The web-based platform shall be based on the latest standards as defined by the OGC's Sensor Web Enablement (SWE) framework. (see: www.opengeospatial.org/docs/is).
- ii. The data visualization capabilities shall include the following:
  - a) **Current Data Display**: Available by a menu using an imbricated listing to provide users with the ability to select and view the current soil moisture/temperature conditions, as follows:
    - a. Current soil temperature and moisture conditions for up to six (6) depths (as specified by AAFC per station) and three replicates for each of the depths in tabular format;
    - b. Current station meteorological conditions (if available at the station) including temperature (°C), relative humidity (%), wind speed (minimum and maximum) and direction, and precipitation (mm in the last hour and mm in the last 24 hours) displayed in local standard time;
    - c. For each of the current soil temperature and moisture (a) and meteorological conditions (b) above, conversion/processing and display of six (6) parameters in standardized format [such as average wind direction, average wind speed, maximum wind speed, minimum wind speed, total precipitation (past hour), and total precipitation (since midnight)]. This capability is required within the web-based platform given the constant flow of near-real time data. The equations for the various statistical parameters that are required will be provided by the AAFC Project Authority (see Attachment 1 to this Statement of Work);
  - b) **Historical (Daily) Data Display**: A daily summary table showing all average, minimum and maximum sensor parameters (temperature, relative humidity, wind, precipitation, soil temperature and moisture) per day, over the current monthly period, with an option to download all the 15-minute record data. This shall include conversion/processing and display of six (6) statistical parameters in standardized format using the equations provided by the AAFC Project Authority (see Attachment 1 to this Statement of Work); and,
  - c) Graphical Display: Soil moisture/temperature and meteorological data provided in a user-customizable bilingual (English and French) graph through different options of time series (1 week, 1 month, 6 months, 1 year, all data), with the capability of exporting the graph in .PDF or .JPG format. The capability for graphical display must be able to be accessed by users through the sub-network page or a standalone page.

- c. Data Downloading Capabilities: A page providing various data downloading capabilities where users can download data in the exact format that the Contractor ingested the data from AAFC. This data shall include additional quality control columns [UTC Time, Temperature Corrected Soil Conductivity (Con), Dielectric Loss Tangent (DLT)] and flags (Flag). The downloading page must include:
  - A listing of all stations and parameters with the option for users to select individual stations and sensor parameters to be downloaded;
  - ii. User defined time periods including complete records;
  - iii. An option for users to download data from one, several or all stations; and
  - iv. An option for users to export data as flat files.

#### d. Metadata Distribution:

- i. Information about sensors (make, range and photos), data, download format, Quality Control (QC) process, calibration process, data flags, etc., will be provided in a standardized metadata format by AAFC. The metadata will be supplied by AAFC in .PDF and shall be made available on the Contractor's web-based platform via a link to the document. Users must also be able to download the metadata document in a .PDF format;
- ii. The Contractor's web-based platform shall provide a method to monitor, track and report analytical data and trends on access to the RISMA data and use of the web-based platform. The Contractor shall ensure that any monitoring, analytics and reporting capability shall not collect or retain any PROTECTED or Personal Information of any users, and that it shall comply at all times with Canada's obligations under the *Privacy Act* and the *Personal Information Protection and Electronic Documents Protection Act*, The Contractor shall provide AAFC with the ability to retrieve this information securely from the web-based platform, or if not, the Contractor shall report this information to AAFC designated officials on a quarterly basis.
- **5.2 Web-based Platform Technical Requirements**: The Contractor's web-based platform shall comply with the following requirements:
  - **a.** The web-based platform shall be compliant with the then-current 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 (currently: https://www.canada.ca/en/treasury-board-secretariat/topics/government-communications.html).
  - b. The web-based platform shall be hosted and maintained on a secure server. The Contractor shall provide and implement documented and defined requirements for the restoration of service(s) as required for any unintentional down-time, the application of up to date software, security patches, and bug fixes for software in the platform, and provide its own internal notification (both to the Contractor and AAFC) and escalation process in the case of a system or data compromise, meeting the requirements under section 7 below at a minimum. The Contractor shall permit AAFC to verify the security of the web-based platform in collaboration with the Contractor, as required. The Contractor shall perform routine, preventative and emergency maintenance for the web-based platform to ensure it continues to operate in compliance with AAFC's requirements as described herein.
  - **c.** The web-based platform shall comply with the then-current Government of Canada "look and feel" requirements including the GC initiative on Web Renewal, currently the Web Experience Toolkit (https://wet-boew.github.io/v4.0-ci/index-en.html).

- d. The web-based platform shall be accessible to the public via an "@canada.ca" sub-domain that will be registered to AAFC. The Contractor shall provide and maintain for AAFC a static IP address for the device hosting the Contractor's web-based platform. AAFC will make the domain name accessible to the Contractor for the provision of hosting and services related to the operation of the RISMA for the duration of the Contract.
- **e.** All interfaces, functionality and information on the web-based platform shall be equally available to users in both English and French, in compliance with the Official Languages Act. On all pages, users must be able to select the language of their choice, and have that same page refresh in the language of choice.
- f. The web-based platform shall be compatible with standard web browsers (including all current versions of Internet Explorer, Microsoft Edge, Google Chrome, and Mozilla Firefox).
- g. The Contractor is responsible for all other aspects of the design and format for the web-based platform necessary to provide access to and distribute the RISMA data. The Contractor's design and any proposed modifications thereto is subject to AAFC's approval prior to implementation and publication to the web for public access. The Contractor shall adjust the web-based platform, as requested by AAFC prior to go-live.

## 6. AAFC Provided Content

In support of the Contractor's web-based platform, AAFC will provide the following:

- All available historic data (from June 2013) from the RISMA network;
- All data from all sensors and stations, on an hourly basis, containing quarterly measurements:
- Written content for the website, in English and French;
- Calculations and formulae that the Contractor must apply to the data prior to its publication to the web-based platform;
- Photographs of station location(s) or sensor(s) for use on the web-based platform;
- User acceptance testing, review, comments, and, subject to the Contractor's satisfactory implementation of AAFC's input, approval of the Contractor's web-based platform prior to cutover and go-live;
- Cutover of the current RISMA website to the Contractor's web-based platform;
- Notifications to the Contractor of issues to be resolved, and response to data user inquiries; and
- Other information or access to personnel as necessary to ensure timely service delivery and accurate dissemination of data.

## 7. Service Level Agreement

- a. The work required post go-live shall 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).
- b. In the provision of hosting, operation, support and maintenance services for the webbased platform, the Contractor shall meet the following standards for service described (below) at a minimum.
- c. The Contractor shall ensure the web-based platform is available to users 99.95% of the time. The Contractor's SLA for performance of the web-based platform, and

accessibility, and availability of its defined support processes (as included within its Proposal and as accepted by AAFC) shall form part of the basis for the definitions of the quality standards, minimum acceptable parameters, and performance remedies, to which the Contractor shall adhere during the provision of work, or be subject to corrective measures/remedies.

## 7.1 Platform and Data Security

- a. The Contractor shall design, develop, implement, operate and maintain procedures that ensure the security and integrity of AAFC's data as well as any data input by users into the system in accordance with AAFC's and Canada's policies for the protection of privacy and data. Such policies and procedures shall address physical security, system security, and personnel security.
- b. The Contractor shall immediately notify the AAFC Project Authority in the event of any system or data compromise and, in addition to the Contractor's policies and procedures as required under section a above, the Contractor shall implement such additional measures as may be identified by AAFC.

## 7.2 Maintenance and Availability

- a. The Contractor shall schedule maintenance activities related to web-based platform functionality (i.e. patches, upgrades, and fixes) only outside of the core hours of usage (Monday to Friday 9:00 5:00 EST) or shall ensure such maintenance will be otherwise undetectable to users.
- b. The Contractor shall ensure emergency maintenance for patches, upgrades, and fixes, related to a security or service impacting issue, are addressed, fixed and their solutions released immediately.
- c. The Contractor shall provide a service standard for availability (based on a high-speed internet connection of 4 Mbps upload and 800 Kbps download, or better) as follows:
  - a) The web-based platform response and page load / data refresh time shall be **three (3) seconds or less** for the majority of pages. The platform shall not present users with an indicator or progress meter for wait times in this range. Where ever possible the response should fall closer to a 0.1 second refresh, for "instantaneous" to the user system reactions.
  - b) For delays of more than three (3) seconds, the system should indicate to the user that the system is working on the problem (e.g. by changing the shape of the cursor or providing a message).
  - c) Where the web-based platform response and page load / data refresh time is typically greater than ten (10) seconds then the system shall present users with an indicator or progress meter. This longer system response and page load / data refresh time should only occur for a minority of the platform's pages.

## 7.3 Support Hours of Availability

a. The Contractor shall provide the following access and availability of Contractor support to AAFC, excepting during any approved scheduled changes or maintenance periods:

Support Hours of Access		
Access Periods	Days	Hours

Support Hours of Access			
Access Periods	Days	Hours	
Core Hours	Mon-Fri (excluding statutory holidays observed by the Government of Canada)	09:00 to 17:00 EST	

## 7.4 Software Error Severity Levels

- a. In the event that the web-based platform experiences an error in operation, the severity of this problem will be reasonably determined by AAFC, and communicated to the Contractor, based on the following definitions:
  - a) **Severity 1:** indicates total inability to use the platform, resulting in a critical impact on user objectives;
  - b) **Severity 2**: indicates ability to use the platform, but user operation is severely restricted:
  - c) **Severity 3**: indicates ability to use the platform, 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.

## 7.5 Error Correction

- a. The Contractor shall respond to a report from AAFC of an error in accordance with the severity of the error reported, as detailed above.
- b. The Contractor shall use reasonable efforts to correct any reported or otherwise discovered error as follows:
  - a) **Severity 1:** within twenty-four (24) hours of notification by AAFC:
  - b) **Severity 2:** within seventy-two (72) hours of notification by AAFC;
  - c) **Severity 3**: within fourteen (14) days of notification by AAFC;
  - d) **Severity 4**: within ninety (90) days of notification by AAFC.
- c. When AAFC reports an **error** to the Contractor, AAFC will provide information about the error, such as sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the error.

#### 7.6 Problem Status Notification

a. The Contractor shall provide the following status notification services to the Project Authority with regard to identified problems associated with the web-based platform:

Severity	First Notification	Update if Unresolved
Severity 1	Within one (1) hour of identification of a problem	Every 2 hours

Severity	First Notification	Update if Unresolved
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

## 7.7 Service Standard Measurement

a. Each quarter, the Contractor shall document and deliver to AAFC its performance in meeting the Service Standards requirements.

In the event that the Contractor fails to comply with the conditions of the SLA, as described above, the Contractor will be found to be in either Minor or Major breach of the Performance Standards as detailed below.

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

## a) Minor Breach:

- i) failure to submit reports to the Project Authority within thirty (30) days of the time such reports are required;
- ii) failure to attain the service standards established above and in particular, a failure to meet
  - standards for availability (via the internet), set out above; and
  - standards for reporting functionality or availability problems, set out above.

## b) Major breach:

 failure to perform any condition or term contained in this section 7, where if capable of being remedied, is not remedied within thirty (30) days of notice of such failure being given by AAFC.

## 7.8 Remedies Applied in instances of Minor Breach

- a. In the event of a Minor Breach, as defined above, the Contractor shall be placed on written notice that it has thirty (30) days to remedy such a breach and shall report the status of the item which generated the Minor Breach to the Project Authority on a weekly basis until AAFC is satisfied that the item has been remedied.
- b. In the event that the Contractor does not remedy the Minor Breach to the satisfaction of AAFC within the thirty (30) day period, the Minor Breach shall be deemed to be a Major Breach, and dealt with accordingly.

## 7.9 Remedies Applied in instances of Major Breach

- a. Any Major Breach of the Service Standards, by the Contractor, will cause damage to Canada which cannot be properly compensated in monetary damages.
- b. Notwithstanding the above, AAFC reserves the right to hold back up to 10% of the current cumulative Yearly Subscription Fee, until such time as the Contractor has demonstrated to the Project Authority's satisfaction that any Major Breach to the

Performance Standards has been remedied and maintained in the remedied state for a period of not less than 60 days.

c. 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 Performance Standards for an extended period of time without taking steps to remedy the breach, as identified in AAFC's review of the Contractor's work, deliverables and reports, AAFC reserves the right to terminate the Contract.

## 7.10 Service Standard Exceptions

- a. Notwithstanding sections 7.8 and 7.9 above, AAFC 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 Service Standards (defined above), are so deemed by AAFC to be due to circumstances determined to have been outside of the Contractor's control (for example: extreme weather conditions), and which, in the absence of such exceptional circumstances AAFC, in its sole discretion, determines that the delivery would have otherwise met the requirements of the Service Standard. In the event that AAFC exercises this right, any delivery so identified will be deemed to have met the requirements of the Service Standard.
- b. Any such determinations are the sole jurisdiction of AAFC.

## 8. Duration

Work shall start **upon Contract award** and be **completed by October 31, 2020** which shall consist of the delivery of the Contractor's web-based platform and providing continuous hosting, operation, maintenance and support to the web-based platform.

## 9. Deliverables

The Contractor shall deliver and administer a fully functioning web-based platform, delivered in English and French, using standard web browsers, internet access, which includes continuous online data delivery, maintenance and support, and updates, on the latest standards as defined by Open Geospatial Consortium's (OGC's) Sensor Web Enablement (SWE) framework.

## 10. <u>Location of Work</u>

The work will be carried out at the Contractor's facilities. AAFC will not provide the Contractor with any facilities or equipment to carry out the work. There will not be any travel costs associated with this requirement.

## 11. Security

Personnel or site security is not applicable as all work will be completed off-site and the Contractor will not require access to any protected documents and information.

## **APPENDIX "C"**

## **BASIS OF PAYMENT**

## 1.0 General

Note to Bidders: AAFC's maximum budget for this requirement is \$93,000 (excluding applicable taxes) over the duration of any Contract (maximum \$31,000/year for up to three (3) years).

Payment shall be in accordance with article 14.0 of Part 3, Method of Payment.

All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Applicable Taxes for the labour will be shown separately.

## 2.0 Pricing Basis

## 2.1 Fixed/Firm Annual Subscription Fee

For the delivery of the Contractor's web-based platform together with the delivery of continuous online data, maintenance, support and updates as described in the Statement of Work, including all hosting, back-up and recovery services, the Contractor shall be paid an annual subscription fee, payable on a quarterly basis, in accordance with the following:

TABLE 1 – Fixed/Firm Annual Subscription Fee				
Milestone	Task Description	Date of Deliverable	Amount	
FY 2017-18			1	
1	AAFC approved web-based platform ready for cut-over and go-live and start of delivery of continuous online data, maintenance, support and updates	August 31, 2017	N/A – Amortized over the duration of the Contract	
2	Delivery of continuous online data, maintenance, support and updates – First period	September 1 – December 1, 2017		
3	Delivery of continuous online data, maintenance, support and updates – Second period	December 2, 2017 - March 31, 2018		
FY 2018-19	FY 2018-19			
5	Delivery of continuous online data, maintenance, support and updates – First quarter	April 1 – June 30, 2018		
6	Delivery of continuous online data, maintenance, support and updates – Second quarter	July 1 – September 30, 2018		

7	Delivery of continuous online data, maintenance, support and updates – Third quarter	October 1 – December 31, 2018		
8	Delivery of continuous online data, maintenance, support and updates – Fourth quarter	January 1 - March 31, 2019		
FY 2019-20		•		
9	Delivery of continuous online data, maintenance, support and updates – First quarter	April 1 - June 30, 2019		
10	Delivery of continuous online data, maintenance, support and updates – Second quarter	July 1 - September 30, 2019		
11	Delivery of continuous online data, maintenance, support and updates – Third quarter	October 1 - December 30, 2019		
12	Delivery of continuous online data, maintenance, support and updates – Fourth quarter and Transition-out of Service delivery	January 1 - March 31, 2020		
FY 2020-21	FY 2020-21			
13	Delivery of continuous online data, maintenance, support and updates – First quarter	April 1 - June 30, 2020		
14	Delivery of continuous online data, maintenance, support and updates – Second quarter	July 1 - September 30, 2020		
15	Delivery of continuous online data, maintenance, support and updates – End of term.	October 1 – October 31, 2020		

## APPENDIX D

## **EVALUATION PROCEDURES & CRITERIA**

## HIGHEST COMBINED SCORE WITH WEIGHTINGS

## TECHNICAL PROPOSAL

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

# 1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

The Bidders' Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Bidder's Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

Technical Proposal = 70% Financial Proposal = 30% Overall Proposal = 100%

#### Formula:

<u>Technical Score x Ratio (70)</u> + <u>Lowest Price x Ratio (30)</u> = Overall Score

Max Points

Bidder's Price

## 1.5 To be considered Responsive, a Proposal Must:

1- Meet all the mandatory requirements specified in section 2.0 below;

- 1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes <u>excluded</u>, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive.

  All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience should be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).
- 1.10 In the event two or more responsive proposals receive the same combined score, the proposal with the <u>highest technical score</u> will be ranked higher.

Refer to Attachment #1 to Appendix D for the Mandatory Criteria.

## 3.0 POINT RATED REQUIREMENTS

The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

The Bidder is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

Refer to Attachment #2 to Appendix D for the Point Rated Criteria.

## 4.0 FINANCIAL PROPOSAL

4.1 In the Financial Proposal, the Bidder shall provide a firm, all inclusive price to provide the services requested in accordance with the Statement of Work **Appendix B**.

The firm all inclusive cost of the resulting contract must not exceed \$93,000.00 CAD excluding Applicable Taxes. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

## 5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to the combined financial and technical score. The Bidder with the (highest combined score will be awarded the contract.

# **APPENDIX E**

# **CERTIFICATION REQUIREMENTS**

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders should include, with their proposal, a signed copy of this certification below.

# A) LEGAL ENTITY AND CORPORATE NAME

B)

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate i) whether the Bidder is a corporation, partnership or sole proprietorship, ii) the laws under which the Bidder was registered or formed, iii) together with the registered or corporate name. Also identify iv) the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

i)	
ii)	
iii) iv)	
10)	·
Any resulting Contract may be executed under t and <b>ii</b> ) at the following place of business (compumber and email:	
i)	
ii)	
iii)	
Name	
Signature	Date
EDUCATION/EXPERIENCE CERTIFICAT	TION
We certify that all statements made with regard	
individuals proposed for completing the subject are aware that the Minister reserves the right to	
regard and that untrue statements may result in	
responsive or in other action which the Minister	
Name	<u> </u>

Signature	Date
PRICE/RATE CERTIFICATION	
generally accepted accounting principle by us, that such prices are not in excess including our most favoured customer for not include an element of profit on the s	I have been computed in accordance with a sapplicable to all like services rendered and sold of the lowest prices charged anyone else, for like quality and quantity of the services, does take in excess of that normally obtained by us on uantity, and does not include any provision for ents".
Name	
Signature	 Date
Signature	Date
VALIDITY OF PROPOSAL	Date
VALIDITY OF PROPOSAL	in response to this Request for Proposal be:
VALIDITY OF PROPOSAL  It is requested that proposals submitted	in response to this Request for Proposal be: for not less than one hundred and twenty (120)
<ul> <li>VALIDITY OF PROPOSAL</li> <li>It is requested that proposals submitted</li> <li>valid in all aspects, including price, days from the closing date of this R</li> </ul>	in response to this Request for Proposal be: for not less than one hundred and twenty (120)
<ul> <li>VALIDITY OF PROPOSAL</li> <li>It is requested that proposals submitted</li> <li>valid in all aspects, including price, days from the closing date of this R</li> <li>signed by an authorized representating RFP; and,</li> </ul>	in response to this Request for Proposal be: for not less than one hundred and twenty (120) FP; and, ive of the Bidder in the space provided on the mber of a representative who may be contacted fo
<ul> <li>VALIDITY OF PROPOSAL</li> <li>It is requested that proposals submitted</li> <li>valid in all aspects, including price, days from the closing date of this R</li> <li>signed by an authorized representate RFP; and,</li> <li>provide the name and telephone nur</li> </ul>	in response to this Request for Proposal be: for not less than one hundred and twenty (120) FP; and, ive of the Bidder in the space provided on the mber of a representative who may be contacted for
<ul> <li>VALIDITY OF PROPOSAL</li> <li>It is requested that proposals submitted</li> <li>valid in all aspects, including price, days from the closing date of this R</li> <li>signed by an authorized representate RFP; and,</li> <li>provide the name and telephone nur clarification or other matters relating</li> </ul>	in response to this Request for Proposal be:  for not less than one hundred and twenty (120) FP; and,  ive of the Bidder in the space provided on the  mber of a representative who may be contacted for

# E) AVAILABILITY AND STATUS OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Name	
Signature	Date

# F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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

#### **Definitions**

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

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

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

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

of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

# Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure report.

#### **Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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

Name	
Signature	Date

# **G)** JOINT VENTURES

1.0 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1.		idder represents that the bidding entered in accordance with the defin	tity is/is not (delete as applicable) a ition in paragraph 3.
2.	A Bido	der that is a joint venture represents	the following additional information:
		rpe of joint venture (mark applicabl Incorporated joint venture Limited partnership joint venture Partnership joint venture Contractual joint venture Other omposition (names and addresses of	e
3.	Defini	tion of joint venture	
	money enterpr degree	t venture is an association of two or y, property, knowledge, skills, time rise agreeing to share the profits and of control over the enterprise. Join y of legal forms divided into three c	or other resources in a joint business d the losses and each having some t ventures may be carried on in a
	(a)	The incorporated joint venture;	
	(b) (c)	The partnership venture; The contractual joint venture whe in the furtherance of a single busi partnership or corporate designati	•
4.		int venture team arrangement is to lactor arrangements, such as:	be distinguished from other types of
	(a)	Prime Contractor, in which, for excontracts directly with a Contract assembler and integrator, with masubsystems normally subcontracted	or (prime) who acts as the system ijor components, assemblies and
	(b)	contracts directly with each of the	For example, the purchasing agency emajor component suppliers and awards a separate contract for this
5.		enture shall be jointly and severally	orated joint venture, all members of the responsible for the performance of the
Name			_
Signat	ure		Date

#### H) FEDERAL CONTRACTORS PROGRAM

**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 <u>Federal Contractors</u>

Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list.

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.

#### PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

Complete both A and B.

solicitation closing date.)

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 ESDC-Labour.

#### OR

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

3. Check only one of the following:	
() B1. The Bidder is not a Joint Venture.	
ÖR	
() B2. The Bidder is a Joint Venture and each	n member of the Joint Venture must provide
the Contracting Authority with a completed an Employment Equity - Certification. (Refer to the Instructions)	•
Name	
Signature	Date

# I) INTEGRITY PROVISIONS

- Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
- 2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <a href="Declaration form for procurement">Declaration form for procurement</a>.
- 4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*;
  - it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;

- c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
- d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors: and
- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
- 6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

#### **LIST OF NAMES:**

Certification:

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.		

for the department to co by AAFC and /or PSPC may be publicly dissemi	uppliers name) understand that any nfirm my eligibility to receive a con as part of the validation process, a nated. Moreover, I am aware that a in the cancellation of my bid as we	tract may be shared and used nd the results of verification any erroneous or missing
Name		
Signature		 Date

# Attachment #1 to Appendix D - Mandatory Criteria

Technical proposals will be evaluated and scored in accordance with the following Mandatory and Point-Rated evaluation criteria and formulae. Each Bidder will be evaluated against a separate set of evaluation Criteria, as follows:

SUMMARY OF EVALUATION PROCESS		
Mandatory Evaluation Criteria	Compliant / Non- compliant	
M1. Bidder's Experience	Yes / No	
M2. Bidder's Proposed Team	Yes / No	
Point-Rated Evaluation Criteria	Maximum Point Value	Minimum Score Required
R1. Bidder's Experience	40	
R2. Bidder's Proposed Team	30	
R3. Proposed Web-based Platform	75	
R4. Proposed Work Plan and Service Delivery Approach	60	
TOTAL TECHNICAL SCORE	205	144 (70%)
Weighted Technical Score (out of 70 Points), calculated as follows:  [Bidder's TOTAL TECHNICAL SCORE / 205] * 70	70	
FINANCIAL SCORE LOWEST Total Assessed Price x 30 Bidder's Total Assessed Price	/30	
BIDDER TOTAL Weighted Financial Score SCORE (/70) (/30)	/100	Top Ranked Bidder represents Best Value

# 1. Mandatory Evaluation Criteria

The Mandatory Evaluation Criteria listed in the response table below will be evaluated on a simple Pass/Fail (i.e. compliant/non-compliant) basis. Proposals that fail to meet one of the Mandatory Evaluation Criteria will be deemed non-compliant and given no further consideration.

Proposals must demonstrate compliance with all of the Mandatory Evaluation Criteria as described below. Bidders *should* use the templates provided to assist in preparing their response. Additional rows may be added to the Table by the Bidder to provide a fulsome demonstration of its experience. In any "Cross-Reference" columns, Bidders should indicate page numbers or other descriptions where any additional substantiating information on the referenced information is provided in the proposal.

#### **MANDATORY EVALUATION CRITERIA**

#### M1. Bidder's Experience

- 1.1 The Bidder **MUST** demonstrate experience on **one (1)** completed (or on-going) project for clients external to the Bidder's organization delivering all five (5) of the following services (a through e) for web-based applications:
- a) design,
- b) development,
- c) hosting,
- d) operation, and
- e) maintenance.

The project **MUST** demonstrate the Bidder's experience providing these services for a **web-based application that complies with Government of Canada standards**.

The Bidder **MUST** provide the name, title and contact information (one of telephone or email address) of a representative of the client organization that is able to verify the services described by the Bidder. This person **MUST not** be affiliated with the Bidder's organization.

Template Table M1 - Project #1	Response	Cross-Reference
Name of the client organization [required]		
Name of client organization representative able to verify the services described by the Bidder. [required]		
<b>Title of client organization representative</b> able to verify the services described by the Bidder. <b>[required]</b>		
Contact information (one of telephone or email address) of client organization representative able to verify the services described by the Bidder. [required]		
Description of the web-based platform or solution designed, delivered, operated or maintained by the Bidder. Include description of the purpose of the platform/solution, nature and volume of users, any data provided delivered by the platform/solution, specialized design elements, features or functions, underlying technology, compliance with standards etc.		
Description of the scope of services provided by the Bidder		
Dates and duration of the Bidder's services for the client (indicate start date (MM/YY) and end date (where applicable) (MM/YY)		
Names and roles of any members of the Bidder's proposed Service Delivery Team (see Mandatory Criterion M2) engaged in providing services to the client		
Level of effort (number of business days) of services provided by each member of the Bidder's proposed Service Delivery Team that was engaged on the project (if any)		
Description of how the experience obtained on the client's project is relevant and applicable to AAFC's requirements as described in the SOW.		

#### **MANDATORY EVALUATION CRITERIA**

# M2. Bidder's Proposed Team

- 2.1 The Bidder **MUST** identify the Key Resources (named personnel) and provide a profile or CV for each person who will lead the delivery of the design, development, hosting, operation and maintenance of the proposed web-based platform to AAFC, , addressing the following roles and skillsets at a minimum:
  - a) Project Management (for design, development and implementation of the proposed web-based platform);
  - b) Solution Architecture;
  - c) Web Design / Development;
  - d) Database Design / Development;
  - e) Programming / Software Development;
  - f) Test Lead / Testing.

# Attachment #2 to Appendix D - Point Rated Criteria

POINT-RATED EVALUATION CRITERIA	WEIGHT
R1. Bidder's Experience	Up to 40 points (up to 20 points/project)

For the Project submitted by the Bidder in compliance with Mandatory Criterion M1, and for up to one (1) additional Project providing services for web-based applications, the Bidder should demonstrate experience in delivering design, development, hosting, operation and maintenance services that are comparable\* in nature to AAFC's requirements as described in the Statement of Work.

\*Comparable is defined in the factors below.

Points will be awarded for each Project as follows:

**Up to 20 points will be awarded per project description** (for a maximum of two (2) projects), as defined below:

# Up to 2 points/project that demonstrates experience in programming or delivering solutions for environmental datasets:

- 2 points/project = experience is clearly demonstrated in programming or delivering solutions for environmental datasets and is well described;
- 1 point/project = experience is demonstrated in programming or delivering solutions for environmental datasets. Description may be lacking detail;
- 0 points/project = experience is not demonstrated.
- Up to **3 points/project** that demonstrates experience in design, development, and on-going maintenance of a web-based solution that is compliant with Government of Canada **Web Standards** or similar web standards [e.g. Web Content Accessibility Guidelines (WCAG)]:
  - 3 points/project = experience in compliance with web standards in <u>all</u> of design, development and on-going maintenance is clearly demonstrated and well described;
  - 2 points/project = experience in compliance with web standards in <u>at least two (2)</u> of design, development or on-going maintenance is clearly demonstrated and well described:
  - 1 point/project = experience in compliance with web standards in <u>at least one (1)</u> of design, development or on-going maintenance is clearly demonstrated and well described:
  - 0 points/project = experience is not demonstrated.
- Up to **2 points/project** that demonstrates experience in design, development or maintenance of a **bilingual (English and Canadian French) web-based solution**:
  - 2 points/project = experience in both design and maintenance of a bilingual (English and Canadian French) web-based solution is clearly demonstrated and well described;
  - 1 point/project = experience in design OR maintenance of a bilingual (English and Canadian French) web-based solution is clearly demonstrated and well described;
  - 0 points/project = experience is not demonstrated.

**WEIGHT** 

Up to 5 points/project that demonstrates experience in delivering online access to timestamped data in near real-time:

5 points/project = experience is clearly demonstrated and well described;

3 points/project = experience is demonstrated and described;

1 point/project = experience is not clearly demonstrated. Description is lacking in detail:

0 points/project = experience is not demonstrated.

Up to **3 points/project** that demonstrates experience in updating live data for online access:

3 points/project = experience is clearly demonstrated in updating live data for online access and is well described:

1 point/project = experience is demonstrated in updating live data for online access. Description may be lacking detail;

0 points/project = experience is not demonstrated.

**Up to 5 points/project** that demonstrates the active involvement of members of the Bidder's proposed Service Delivery Team:

1 point/project per proposed Service Delivery Team member (to a maximum of five (5) persons) demonstrated to have delivered the described services to the client for at least 20 business days.

# R2. Proposed Team

Up to 30 points

The Bidder's Key Resources proposed in response to Mandatory Criterion M2 should demonstrate experience in the role / functional area in which they are proposed. The Bidder should also identify and describe any additional capacity it proposes to deliver the web-based platform to AAFC.

Points will be awarded as follows:

Up to **20 points** for the demonstrated experience and capability of the Bidder's proposed Team, in each of the following roles:

- a) Project Management (for design, development and implementation of the proposed web-based platform);
- b) Solution Architecture;
- c) Web Design / Development;
- d) Database Design / Development;
- e) Programming / Software Development;
- f) Test Lead / Testing;

**Up to 5 points will be awarded per role** for demonstration that the Bidder provides an experienced lead resource in each role / functional area, together with qualified supporting resources, as follows:

5 points/role = Bidder demonstrates a lead resource with more than four (4) years of experience in the role, and three (3) or more previous projects

**WEIGHT** 

each demonstrating experience in more than one (1) aspect of the design, development, delivery, operations and maintenance of web-based platforms. Bidder demonstrates experienced supporting or back-up capacity in the role.

4 points/role = Bidder demonstrates a lead resource with less than four (4) years of experience in the role, and one (1) or two (2) previous projects each demonstrating experience in more than one (1) aspect of the design, development, delivery, operations and maintenance of web-based platforms. Bidder demonstrates supporting or back-up capacity in the role.

2 points/role = Bidder demonstrates a lead resource with less than four (4) years of experience in the role. Experience in design, development, delivery, operations and maintenance of web-based platforms is limited. Bidder demonstrates supporting or back-up capacity in the role.

1 point/role = Bidder demonstrates a lead resource with less than four (4) years of experience in the role. Experience in design, development, delivery, operations and maintenance of web-based platforms is limited or not clearly demonstrated. Supporting or back-up capacity is not clearly demonstrated.

0 points/role = experience not clearly demonstrated or not addressed.

# **R3. Proposed Web-based Platform**

Up to 75 points

The Bidder should propose the web-based platform it will develop and deliver to AAFC to meet the requirements set out in the Statement of Work, including:

- a) a written description of its proposed hosting and database environment for the secure web-based platform; and
- b) a written description and print-outs of any drawings, design images or screen shots of its proposed website for data delivery, display and download by the public including at a minimum, a mock-up on a USB or DVD of the screens, data and functionality for the following three (3) functions:

Using the sample dataset for a fictional station location contained within Appendix F. Bidders should **create and submit mock-ups for the following three (3) sample functions**:

- a. Current Data Display displaying for <u>each</u> of the three
   (3) sensors the current (as provided in Appendix F) Soil Moisture and Temperature data for the station location, together with the Meteorological Observation data.
- b. **Historical Data Display** demonstrating display capabilities and the user functionality proposed that will allow users to access and display in tabular format the 15 minute data display for daily Historical Data (calculated by the Bidder using the Historical Data provided in Appendix F) for Soil Moisture and Temperature data for the station location, together with the Meteorological Observation data.
- c. Graphical Display demonstrating display capabilities

POINT-RATED EVALUATION CRITERIA	WEIGHT
and the user functionality proposed that will allow users to graph the 15 minute data on an Hourly and Daily basis (i.e. 96 records, calculated by the Bidder using the data provided in Appendix F) for Soil Moisture and Temperature data for the station location, together with the Meteorological Observation data.	
This mock-up may consist of design images / screen shots with explanations, or may consist of a functioning sandboxed application.	
Bidders MUST <u>not</u> provide links to a live website. The sole basis of evaluation is information submitted within the Bidder's proposal package delivered to AAFC on or before the RFP closing date and time. AAFC is <u>not</u> able to evaluate information published live on the internet. As such, in order to be eligible to receive points on this criterion, Bidders MUST provide a stand-alone mock-up of the pages for the three (3) functions for the proposed web-based platform on USB or DVD.	
Points will be awarded as follows:	

Up to **20 points** for the Bidder's proposed Current Data Display page and associated description, as follows:

- a) **8 points** = Current Data Display page correctly displays the provided sample dataset for the station for all sensors and variables provided in Appendix F.
- b) **8 points** = Proposed page layout will be intuitive for users to access data and functionality on the page as well as to navigate the proposed website.
- c) 4 points = The Bidder demonstrates the site will comply with Government of Canada Web Standards.

Each of items a) through c) will be assessed using the following point-scale:

Full points (8/8 or 4/4)/item = The Bidder's proposed approach and capabilities are well described and the compliance to AAFC's requirements is clearly demonstrated;

75% of the points (6/8 or 3/4)/item = The Bidder's proposed approach and capabilities are described. Compliance to AAFC's requirements is demonstrated.

50% of the points (4/8 or 2/4)/item = The Bidder's proposed approach and capabilities are described. Compliance to AAFC's requirements is demonstrated in part, but there may be errors in the page or elements absent.

25% of the points (2/8 or 1/4)/item = The Bidder's proposed approach and capabilities are not clearly described or are lacking in detail. How the site will comply with AAFC's requirements is not clearly demonstrated.

0 points/item = Not addressed.

Up to **20 points** for the Bidder's proposed Historical Display page and associated description, as follows:

- a) **Up to 5 points** = Historical Data Display page correctly displays the 15-minute data based on the provided sample dataset, including accurate results of calculations for all sensors and variables provided in Appendix F.
- b) **Up to 5 points** = Historical Data Display page correctly displays the Daily data based on the provided sample dataset, including accurate results of calculations

**WEIGHT** 

for all sensors and variables provided in Appendix F.

- c) **Up to 5 points** = Proposed page layout will be intuitive for users to access data and functionality on the page as well as to navigate the proposed website.
- d) Up to 5 points = The Bidder demonstrates the site will comply with Government of Canada Web Standards.

Each of items a) through d) will be assessed using the following point-scale:

5/5 points/item = The Bidder's proposed approach and capabilities are well described and the compliance to AAFC's requirements is clearly demonstrated;

3/5 points/item = The Bidder's proposed approach and capabilities are described. Compliance to AAFC's requirements is demonstrated.

2/5 points/item = The Bidder's proposed approach and capabilities are described. Compliance to AAFC's requirements is demonstrated in part, but there may be errors in the page or elements absent.

1/5 points/item = The Bidder's proposed approach and capabilities are not clearly described or are lacking in detail. How the site will comply with AAFC's requirements is not clearly demonstrated.

0 points/item = Not addressed.

Up to **15 points** for the Bidder's proposed Graphical Display page and associated description, as follows:

**Up to 10 points** for demonstration of the a) Hourly and b) Daily data delivery and display capabilities, based on up to 5 points for each of a) and b):

5 points/data set = users will be provided with multiple user-selectable options for data delivery, display and download that are complete, intuitive and easy to use (e.g. minimal number of clicks, multiple means of accessing data, etc.).

3 points/data set = users will be provided with two (2) user-selectable options for data delivery, display and download that are intuitive and easy to use (e.g. minimal number of clicks).

1 point/data set = users will be provided with at least one (1) user-selectable option for data delivery, display or download.

0 points = Not clearly demonstrated or not addressed.

**Up to 5 points** for demonstration that the proposed Graphical Display page will meet Government of Canada Web Standards:

5 points = Proposed page clearly demonstrates compliance with Government of Canada Web Standards or the Bidder demonstrates through clear description how the proposed page complies with Government of Canada Web Standards;

3 points = Some compliance to Government of Canada Web Standards is demonstrated. Description may be lacking in detail or missing elements.

1 point = Compliance to Government of Canada Web Standards is discussed at a high level. Description lacks detail and is missing a number of elements.

0 points = Not clearly demonstrated or not addressed.

**WEIGHT** 

Up to **20 points** for the extent to which the Bidder's proposed web-based platform meets the following AAFC requirements (as further described in the Statement of Work):

Up to 4 points for each of the following elements:

- a) The Bidder demonstrates the security of the proposed hosting environment, including physical and technological security, security built into the design of the web-platform, and effective measures to be put in place to mitigate compromise to the security or integrity of AAFC data, the website and users;
- b) The Bidder demonstrates how the proposed database structure and capabilities will provide for ease of data ingestion, support automated calculations, and provide for ease of updating the database in the event of changes made to the number, location, or data reported from sensors or stations;
- c) The Bidder demonstrates how the proposed platform functionality will be equally accessible to users via all common browsers (IE/Edge, Mozilla, Chrome) and widely used mobile device platforms (Android, iOS):
- d) The Bidder demonstrates how the proposed platform will meet AAFC's service standards for availability, page response and page load/data refresh time; and
- e) The Bidder demonstrates how the proposed platform will provide users with interactive mapping capabilities.

Each of items a) through e) will be assessed using the following point-scale:

- 4 points/item = The Bidder's proposed approach and capabilities are well described and the compliance to AAFC's requirements is clearly demonstrated;
- 3 points/item = The description of the Bidder's proposed approach and capabilities lacks detail but the compliance to AAFC's requirements is clearly demonstrated;
- 1 point/item = The description of the Bidder's proposed approach and capabilities lacks detail and compliance to AAFC's requirements is not clearly demonstrated
- 0 points = Not clearly demonstrated or not addressed.

#### R4. Proposed Work Plan, and Service Delivery Approach

Up to 60 points

The Bidder should provide its work plan for the design, development, testing, and go-live delivery of its proposed web-based platform that ensures the delivery of a web-ready platform by August 31, 2017. This should address:

- a) Key activities, including the Bidder's Key Personnel assigned to each; and
- b) Schedule of deliverables and milestones up to the launch of the platform to the public by September 1, 2017.

The Bidder should identify two (2) potential risks to the delivery of the proposed web-based platform together with its proposed mitigation measures.

The Bidder should describe its service delivery approach for on-going hosting, maintenance and support of the web-based platform, including how it will report to AAFC.

Points will be awarded as follows:

	WEIGHT	
Up to <b>20 points</b> will be assessed for the extent to which the Bidder's proposed Work Plan addresses the requirements of the Statement of Work, demonstrates an understanding of AAFC's requirements for the design, development and delivery of the RISMA web-based platform, and demonstrates that the proposed web-based platform will be available and ready to go-live no later than August 31, 2017.		Up to 20 points
a)	<b>Up to 10 points</b> = Proposed Work Plan addresses all key activities and deliverables for the design, development and delivery of the proposed web-based platform;	
b)	<b>Up to 5 points</b> = Proposed Work Plan demonstrates an understanding of AAFC's requirements for the services, and the requirements of the RISMA web-based platform, including understanding of the requirements of the GoC's Web Standards, use of WET templates, requirements for bilingualism, mapping and data quality standards;	
c)	<b>Up to 5 points</b> = Proposed Work Plan demonstrates that the web-based platform will be ready for cutover and go-live by August 31, 2017.	
Each of items a) through c) will be assessed using the following point-scale:		
Full points (10/10 or 5/5)/item = The Bidder's proposed work plan is complete and well described. Ability to meet AAFC's requirements is clearly demonstrated;		
wo	80% of the points (8/10 or 4/5)/item = The Bidder's proposed work plan is described. Minor elements may be absent. Ability to meet AAFC's requirements is clearly demonstrated.	
wo de	% of the points (6/10 or 3/5)/item = The Bidder's proposed ork plan is described. Ability to meet AAFC's requirements is monstrated in part, but there may be errors, assumptions or ps in the work plan.	
wo	% of the points (4/10 or 2/5)/item = The Bidder's proposed ork plan is not clearly described or is lacking in detail. The lility to meet AAFC's requirements is not clearly demonstrated.	
0 p	points = Not addressed.	
Up to <b>10 points</b> will be assessed for the Bidder's demonstrated understanding of the requirements as demonstrated through the Bidder's description of potential risks to the delivery of the project and proposed mitigation measures.		Up to 10 points
<b>Up to 5 points for each</b> of two (2) identified risks together with proposed mitigation measures, as follows:		
	5 points/risk = The Bidder identifies and fully defines a risk or problem that might realistically present a major challenge to the delivery of the web-based platform. The risk is quantified or qualified and likelihood is assessed. The Bidder provides feasible and effective strategies for risk mitigation or avoidance, including	

POINT-RATED EVALUATION CRITERIA	WEIGHT
addressing residual risk.	
3 points/risk = The Bidder identifies a risk or problem that might present a challenge to the delivery of the web-based platform. The risk is quantified or likelihood is assessed. The Bidder describes feasible strategies for risk mitigation or avoidance.	
1 point/risk = The Bidder identifies a risk or problem.  Description or demonstrated relevance is lacking in detail. Mitigations are not fully described or are not demonstrated to be feasible.	
0 points/risk = Not addressed.	
Up to 30 points (up to 6 points per factor a) through d):	Up to 30 points
<ul> <li>a) The Bidder's proposed approach to maintaining the web-based platform and underlying technology, addressing patches, fixes, error corrections to ensure on-going operability of the platform for users;</li> </ul>	
<ul> <li>The Bidder's proposed approach to data ingestion, QA/QC, and distribution via the web-based platform to ensure accurate and timely data display for users;</li> </ul>	
c) The Bidder's proposed approach to updating the database and web-based platform to modify, remove or add sensors, stations, variables and data fields, addressing all user functionality, to ensure the platform remains up to date and fully functional while addressing changes in RISMA network requirements;	
<ul> <li>d) The Bidder's proposed approach for problem identification, notification and resolution to meet AAFC's service standards as set out in the Statement of Work.</li> </ul>	
Each of items a) through d) will be assessed using the following point-scale:	
6 points/item = The Bidder's proposed approach is complete and well described. The ability to meet AAFC's requirements is clearly demonstrated;	
4 points/item = The Bidder's proposed approach is complete and described. Minor elements may be absent. Ability to meet AAFC's requirements is clearly demonstrated.	
2 points/item = The Bidder's proposed approach is described. Ability to meet AAFC's requirements is demonstrated in part, but there may be errors, assumptions or gaps in the approach. The ability to meet AAFC's requirements is not clearly demonstrated	
0 points/item = Not addressed.	