



“Open by Default” Portal Pilot Procurement

Call for Proposals (CFP)

Date: July 26, 2017

Solicitation No.: 24062-180072/B

GETS Reference Number: PW-17-00788470

Closing date: Please refer to the tender notice on BuyandSell.gc.ca

Proposal Submission details are included in this Call for Proposals document.

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PART 1 - GENERAL INFORMATION

1.1 Summary

Public Services and Procurement Canada (PSPC) [also known as “Public Works and Government Services Canada (PWGSC)”] is issuing a Call for Proposals (CFP) on behalf of the Treasury Board of Canada Secretariat (TBS).

TBS has a requirement for innovative proposals in support of the Open by Default Pilot Portal. The challenge for which pre-commercial open source solutions will be sought is described in article 1.3 below.

1.2 Background

The Government of Canada has made ambitious commitments to advance openness and transparency. One of its key tools for advancing openness is the open government website, Open.Canada.ca (“Open Government website”).

The Open Government website was launched in 2012 as a single purpose data portal. It has since evolved to include various information resources and to facilitate engagement on the open government initiative and associated activities. In keeping with the Government of Canada’s initial strategy on open government, the Open Government website’s architecture is built around the pillars of open data, open information and open dialogue. As Canada continues to advance the open government initiative and to release a growing number of resources, it has become apparent that the ability of users to find information needs to be improved. There is also a desire to do more in terms of engaging with users and visitors through the Open Government website.

New resources of information are constantly being added to the Open Government website and the future vision is for it to become a hub of data, information and opportunities to participate and learn. Early research indicates that a majority of users are seeking data of one type or another with a smaller but significant group looking for opportunities to participate or engage with government.

Existing Open Government Website Digital Infrastructure

The Open Government website operates using the following open source tools:

- 1) CKAN (Data Catalogue)
- 2) Solr (Search Engine)
- 3) Drupal (Content Management System)
- 4) PostgreSQL (Relational Database Management System)

As the Government of Canada’s work on open government advances, there are opportunities to enhance the user experience of its online tools, including improving access to digital publications and draft documents made available by the federal government.

The Open Government website source code is available at the following website:

<https://github.com/open-data>

Existing Open Government Website Information Resources

Information resources currently housed on the Open Government website include:

- Open Data – Web-based portal containing datasets accessible to Canadians where individuals may view or request data.
(<http://open.canada.ca/en/open-data>)
- Open Information – Web-based portal containing unstructured information that are typically official Government of Canada publications
(<http://open.canada.ca/en/open-information>)
- Open by Default Pilot Portal – Draft content that is being worked on in real time by federal officials
(<http://pilot.open.canada.ca/open-by-default-pilot>)
- Applications gallery - applications, mobile and web based (both created by government and submitted by open data users)
(<http://open.canada.ca/en/apps>)
- Open data inventory – listing of datasets the government of Canada has but has not yet released. Users can vote for the data to be prioritized for release.
(<http://open.canada.ca/en/search/inventory>)
- Suggested Datasets – listing of datasets suggested and voted upon by users as well as current release status
(<http://open.canada.ca/en/suggested-datasets>)
- Open Dialogue – Web-based portal containing a blog, Canada’s action plans on open government, consultations on action plan development and the results of previous consultations.
(<http://open.canada.ca/en/open-dialogue>)
- Proactive disclosures – Information on financial and human resources released by departments and agencies to better hold government to account.
(<http://open.canada.ca/en/proactive-disclosure>)
- Access to Information summaries – Web-based portal for information requests as per the Access to Information Act and the Privacy Act.
(<https://atip-airp.apps.gc.ca/atip/welcome.do>)

The Open by Default Pilot Portal

The Open by Default Pilot Portal is the newest component of the Open Government website. It is an online beta site where draft documents are made publically available, providing users with insight into what government employees are working on. The Open by Default Pilot Portal leverages existing operational systems including the Open Government website and internal departmental document repositories, such as OpenText’s Content Server, to provide the technical platform. The Open by Default Pilot Portal is a separate, beta-stage instance within the Open Government website based on a clone of the Open Government website.

The Open by Default Pilot Portal currently contains documents provided by groups in four partner departments: Natural Resources Canada, Canadian Heritage, Environment and Climate Change Canada, and the Treasury Board of Canada Secretariat. The Open by Default Pilot Portal is a pilot project; it includes works in progress that have not necessarily been created or formatted for release.

1.3 Challenge

For this CFP, Canada is seeking innovative concepts for pre-commercial open source solutions (“Solution”) to enhance and improve the user’s experience in finding and retrieving information housed on the Open by Default Pilot Portal. Proposed Solutions must also be able to be integrated into the Open Government website’s existing digital infrastructure. The Solution must enhance the user experience of the Open by Default Pilot Portal but given common infrastructure, it is also expected to yield particular improvements to the Open Government website as a whole. Following the evaluation process, one or more contracts may be awarded to responsive Bidders to develop their concepts into Solutions.

The following illustrative list provides examples of usability issues proposals may wish to address in responding to the challenge. This list is non-exhaustive; Bidders may address any of these usability issues or may propose Solutions based on usability issues not listed below.

- Reliance on manual indexing of assets available through the Open by Default Pilot Portal;
- Absence of natural language processing on the Open by Default Pilot Portal;
- Lack of responsiveness of current search functionality to plain language queries;
- Lack of uniformity in the application of controlled vocabularies;
- Weak discoverability of assets, including as a result of current metadata and data tags to catalogue assets;
- Outdated semantic and thematic content delivery;
- Difficulty of leveraging current search functionality, particularly where metadata tags are non-existent or insufficient;
- Limited capability for visualization of information and data assets;
- General difficulty of using the current website interface.

1.4 Call for Proposals Procurement Approach

This Call for Proposals (CFP) process involves a three-stage procurement process:

- Stage 1: Proposal Submission, Evaluation and Pre-qualification
- Stage 2: Proposal Presentation, Evaluation and Selection
- Stage 3: Contracting

The information provided in Stage 1 will be used to establish a prioritized pool of pre-qualified proposals. Proposals placed in the prioritized pool will advance to Stage 2. The information provided in Stage 2 will be used to select proposal(s) for funding from the prioritized pool. Proposal(s) selected for funding will advance to Stage 3 which is led by the Contracting Authority.

The establishment of the prioritized pool of pre-qualified proposals and the selection of proposal(s) for funding does not constitute a guarantee on the part of Canada that a contract will be awarded.

Bidders are encouraged to view the Resulting Contract Clauses that form part of this Call for Proposals, at Part 6 –Resulting Contract Clauses and Conditions, which will be used under Stage 3 Contracting. Canada reserves the right to require that all Work, including delivery of all deliverables, be completed by March 31, 2018.

1.5 Trade Agreements

This requirement is subject to Canadian Free Trade Agreement (CFTA).

The process described in this Call for Proposals has the unique outcome that the types of innovative goods and services that are being proposed are not responding to an already identified government requirement, but rather are informing that need. Therefore, only one supplier, the proponent of a pre-qualified proposal will be considered to meet the requirements of the associated procurement. Therefore, in accordance with CFTA Articles 513 (1) (f), this procurement may choose not to apply Articles 504.5 through 504.10, Article 506, Article 507, Article 508.5, Article 508.6, Article 509.7, Article 509.8, Articles 510 through 512, Article 514 and Article 515.

The requirement is excluded from the North American Free Trade Agreement (NAFTA) as per Annex 1001.1b-2 Research and Development, all classes, and excluded from the application of the World Trade Organization – Agreement on Government Procurement (WTO-AGP) under Appendix 1, Annex 4.

1.6 Security Requirements

There are no security requirements associated with the Work.

1.7 Canadian Content

This procurement is limited to Canadian goods and Canadian services. The Bidder must also be a Canadian Supplier. A Canadian Supplier means a supplier that has a place of business in Canada.

1.8 Conflict of Interest

The Contractor, its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the Work and/or in the production of the deliverables under any resulting Contract will not be precluded from bidding on any potential future proposal solicitation related to the production or exploitation of any concept or prototype developed or delivered.

1.9 Integrity Provisions

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

1.10 Bidders' Webinar

There is an optional bidders' webinar associated with this requirement. Additional details are provided in article 2.6 of Part 2, Bidders' Instructions.

1.11 Terminology

In this document, terms identified below and their meaning referenced in the Standard Instructions 2003 (2017-04-27) are identified below

Term (CFP)	Term (Standard Instructions 2003)
Call for Proposals (CFP)	solicitation
Proposal	bid

PART 2 - BIDDERS' INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the proposal solicitation.

Subsection 5.2 d of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: The following sections in their entirety:

- Section 08 Transmission by Facsimile
- Section 09 Customs Clearance

Section 5, Submission of Bids, subsection 4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the proposal solicitation, unless specified otherwise in the bid solicitation.

Insert: Proposals will remain open for acceptance for a period of not less than 180 days from the closing date of the proposal solicitation. The Contracting Authority may reduce this period by sending written notice to the Bidder following Canada's completion (partial or entire) of Stage 3.

At Section 14, Price Justification of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: In the event that the Bidder's proposal is the sole responsive proposal received, the Bidders must provide, on Canada's request, one or more of the following price justification:

Insert: For all proposals in the prioritized pool of pre-qualified proposals, the Bidders must provide, on Canada's request, one or more of the following price justification:

2.2 Enquiries - Proposal Solicitation

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

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

2.3 Contracting Authority

The Contracting Authority for this proposal solicitation is:

Heather Wilson
Public Services and Procurement Canada
Acquisitions Branch
Telephone: 873-469-4791
E-mail address: TPSGC.PAOUVERTPARDEFALT-AOPENBYDEFAULT.PWGSC@TPSGC-PWGSC.GC.CA

2.4 Applicable Laws

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

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

2.5 Maximum Funding

The maximum funding available for a Contract resulting from the CFP is \$75,000,000 (Applicable Taxes extra). This disclosure does not commit Canada to pay the maximum funding available.

All proposals must be priced in Canadian dollars.

2.6 Bidders' Webinar

French and English language bidders' webinars will be held on August 9, 2017.

- The French bidders' webinar will be held from 11h00 to 12h00 EST
- The English bidders' webinar will be held from 13h30 to 14h30 EST

The scope of the requirement outlined in this CFP solicitation will be reviewed during the webinar and questions will be answered. It is recommended that Bidders who intend to submit a proposal participate.

Bidders are requested to register using the online submission form available at the link provided below no later than August 3, 2017 at 14h00 EST.

<http://questionnaire.simplesurvey.com/f/s.aspx?s=152b4516-06b8-416e-a3bb-4f8b3ffdde05&lang=EN>

Any clarifications or changes to the CFP solicitation resulting from the Bidders' Webinar will be published as an amendment to the CFP solicitation. All responses to questions or general clarifications provided during the Bidders' Webinar will be published under Attachment 1, Questions and Answers, to the CFP solicitation document.

PART 3 - PROPOSAL PREPARATION INSTRUCTIONS

3.1 Submission of Only One Proposal

- i. A Bidder, including related entities, will be permitted to submit only one proposal in response to this proposal solicitation. If a Bidder or any related entities participate in more than one proposal (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single proposal to be considered by Canada. Failure to meet this deadline will result in all the affected proposals being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "**related**" to a Bidder if:
 - a. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - b. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - c. the entities have now or in the two years before proposal closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - d. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

Individual members of a joint venture cannot participate in another proposal, either by submitting a proposal alone or by participating in another joint venture.

3.2 Submission of Proposals

Bidders are requested to submit their proposal using the Proposal Submission Form at Attachment 2. All proposals must be received by the closing date and time specified on the Buy and Sell website. Proposals received after the specified period will not be evaluated.

Due to the nature of the proposal solicitation, proposals transmitted by facsimile to PSPC will not be accepted.

Unless otherwise indicated, prices are to appear in the financial proposal only. No prices should be indicated in any other section of the proposal.

Canada requests that Bidders follow the format instructions described below in the preparation of their proposal and use the numbering system that corresponds to the proposal solicitation.

3.2.1 Email Submission of Proposals

Email Submission of Proposals: The Proposal Submission Form can be found in Attachment 2. Bidders are requested to submit their proposal using the Proposal Submission Form by email to the:

TPSGC.PAOUVERTPARDEFALT-AOPENBYDEFAULT.PWGSC@TPSGC-PWGSC.GC.CA
(Email Address for Proposal Submission). Proposals must be received by PSPC by the time and date of solicitation closing. Bidders are solely responsible for ensuring their proposal is received on time by PSPC; late submissions will not be accepted. A date stamp indicating the time of the transmission is not acceptable.

- a) **Format of Email Attachments:** The approved formats for email attachments are any combination of:
- i) PDF attachments; and
 - ii) documents that can be opened with either Microsoft Word or Microsoft Excel.
- Bidders that submit attachments in other formats do so at their own risk.
- c) **Email Size:** Bidders should ensure that they submit their proposal in multiple emails if any single email, including attachments, will exceed 4 MB. Except as expressly provided below, only emails that are received at the Email Address for Proposal Submission by the closing date and time will be considered part of the response.
- d) **Email Title:** Bidders are requested to include the CFP No. identified on the cover page of this document in the “subject” line of each email forming part of the response.
- e) **Time of Receipt:** All emails received at the Email Address for Proposal Submission showing a “received” time before the Proposal closing date and time will be considered received on time. In the case of a dispute regarding the time at which an email arrived at PSPC, the time at which the proposal is received by PSPC will be determined:
- i) by the delivery time stamp received by the Bidder if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
 - ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Bidder has not turned on Delivery Status Notification for the sent email.
- f) **Delayed Email Proposals:** Canada will not be responsible for any failure attributable to the transmission or receipt of the e-mailed proposal including, but not limited to, the following:
- i) receipt of garbled or incomplete proposal;
 - ii) availability or condition of the receiving equipment;
 - iii) incompatibility between the sending and receiving equipment;
 - iv) delay in transmission or receipt of the proposal;
 - v) failure of the Bidder to properly identify the proposal;
 - vi) illegibility of the proposal; or
 - vii) security of proposal data.
- g) **Responsibility for Technical Problems:** Canada will not be responsible for:
- i) any technical problems experienced by the Bidder in submitting its response, including emails that fail to arrive because they exceed the maximum email size of 4 MB or that are rejected or quarantined because they contain malware or other code that is screened out by PSPC’s security services; or
 - ii) any technical problems that prevent PSPC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

3.3 Technical Proposal

The Bidder's responses to the criteria presented in the Proposal Submission Form will form the Bidder's Technical Proposal. Bidders must respond to each criterion in a thorough, concise and clear manner within the allotted character count for each criterion. The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated. Simply repeating the statement contained in the proposal solicitation is not sufficient.

To maintain the integrity of the evaluation, Evaluators will consider only information presented in the proposal. No information will be inferred and personal knowledge or beliefs will not be utilized in the assessment. Bidders should explicitly demonstrate, in sufficient detail, how all criteria are met.

Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

3.4 Financial Proposal

- (a) Bidders must complete the Financial Proposal Cost Breakdown set out in Attachment 2. The total amount of Applicable Taxes must be shown separately.
- (b) The maximum funding available for any Contract resulting from the proposal solicitation is \$75,000.00 (Applicable Taxes extra). Proposals valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.
- (c) The Financial Proposal submitted may be negotiated in accordance with the Statement of Work finalized during Stage 3, and must be in accordance with the PWGSC Contract Cost Principles 1031-2 (if applicable). More information can be found at: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6>

3.4.1 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

3.4.2 Proposal Costs

Bidders selected to present their proposals at the Innovation Panel in Waterloo will be reimbursed for travel costs for one representative by TBS in accordance with the National Joint Council Travel Directive and through a separate process from this CFP. Further details will be provided in the invitations sent to Bidders selected to present.

No other payment will be made for costs incurred in the preparation, submission, and any contract negotiation (if applicable) related to a proposal under this CFP. Costs associated with these activities, including the development of any supporting documentation and any Bidder costs incurred associated with the evaluation of the proposal, are the sole responsibility of the Bidder.

3.5 Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

An evaluation team composed of representatives of Canada and external Subject Matter Experts (SMEs) will evaluate the proposals. External SMEs will be required to confirm they are not in a conflict of interest, and sign a non-disclosure agreement. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

External Subject Matter Experts may include:

- Gareth Keane – Investment Manager, Qualcomm Ventures;
- Nicole Verkindt – President, OMX.

4.2 Stage 1

4.2.1 Mandatory Financial Evaluation Criteria

The total proposal price must not exceed the maximum funding available for this requirement. Any proposals that exceed that maximum funding available will be declared non-responsive and given no further consideration.

The price of the proposal will be evaluated in Canadian Dollars; including, Applicable Taxes, travel and living costs, shipping, Canadian customs duties and excise taxes.

4.2.2 Evaluation Criteria

4.2.2.1 Mandatory Technical Evaluation Criteria

Proposals must meet all mandatory criteria identified in Attachment 3 to be in compliance with the CFP. Proposals that fail to meet all mandatory criteria will be declared non-responsive.

Any element of the proposal solicitation identified with the words "must" or "mandatory" is a mandatory requirement.

4.2.2.2 Point-Rated Technical Evaluation Criteria

Each proposal that meets all of the mandatory criteria will be evaluated and scored in accordance with the point-rated evaluation criteria identified in Attachment 3.

4.2.3 Pool of Pre-Qualified Proposals

Proposals that satisfy all of the mandatory and financial evaluation criteria, achieve the specified minimum pass mark of 65%, and meet all other requirements of the proposal solicitation will be considered pre-qualified and placed in the pool of pre-qualified proposals. This is not a guarantee that a pre-qualified proposal will advance to Stage 2.

4.2.4 Prioritized pool of pre-qualified proposals

Pre-qualified proposals will be considered for advancement to Stage 2 in accordance with the process summarized below:

Up to 10 pre-qualified proposals with the highest point rating will be placed in a prioritized pool of pre-qualified proposals and invited to participate in Stage 2.

In the event of a tie, the point rated scores under criteria R1.1 will be used to rank the tied proposals. If there are further ties, criteria R1.2 and then R1.5, in that order, will be used to rank the subsequent tied proposals in the same manner as determining the initial tie with criteria R1.1. In no event will more than 10 proposals be placed in the prioritized pool of pre-qualified proposals and invited to participate in Stage 2.

4.3 Stage 2

4.3.1 Proposal Presentation

4.3.1.1 Verbal Presentation

Following creation of the prioritized pool of pre-qualified proposals, one bidder's representative for each proposal in the prioritized pool of pre-qualified proposals will be invited to Waterloo to provide a ten minute in-person verbal presentation to a Centre of Expertise Panel. Bidders will be notified of their placement in the prioritized pool of pre-qualified proposals approximately 5 business days in advance of the presentation date. Selected bidders who are unable to travel to Waterloo will be invited to present by teleconference. Alternative presentation dates will not be offered. It is anticipated that presentations will be scheduled on September 13, 2017.

Bidders who decline or do not participate in the Proposal Presentation will be removed from the prioritized pool of pre-qualified proposals and no further consideration will be given to their proposal. Stage 2 will continue with the remaining Bidders in the prioritized pool of pre-qualified proposals, additional proposals will not be added to the pool.

Each invited Bidder must prepare a verbal presentation of no more than 10 minutes in length addressing the following aspects of their proposal:

- Innovativeness
- Scalability
- User-centricity
- Functionality

4.3.1.2 Verbal Question and Answer Session

The presentation will be followed by a question and answer session with the Centre of Expertise Panel. The Question and Answer session will not form part of the evaluation.

Presentations and question and answer sessions will be held in a public forum.

4.3.2 Centre of Expertise (COE) Panel

The COE Panel will be composed of representatives from the Government of Canada and external Subject Matter Experts. During each Verbal Presentation, COE Panel members will independently evaluate the proposal and assign a score for each criteria in accordance with the Stage 2 Point Rated Presentation Evaluation Criteria identified in Attachment 3.

Only verbal presentation material will be considered.

4.3.3 Average Verbal Presentation Point Rated Score

The sum of each individual COE SMEs scores will be totaled for each proposal.

The Stage 2 overall score for each proposal will be tabulated averaging the total score assessed by each COE SME.

Example:

Stage 2 COE SME's Score Tabulation						
Bidder	SME # 1	SME # 2	SME # 3	SME # 4	SME # 5	Overall Score
	(a)	(b)	(c)	(d)	(e)	<u>Sum of (a) to (e)</u> 5
A	10	15	9	11	12	11.4
B	7	9	8	8	10	8.4
C	13	14	13	13	14	13.4

4.3.4 Basis of Selection

Responsive proposals will be ranked based on the total of their point rated score under Stage 1 and their overall score under Stage 2, and placed in a ranked pool of pre-qualified proposals. Responsive proposals will be recommended for award of a contract in sequence from the highest to lowest total point rating.

Example:

Bidder	Stage 1 Score /25	Stage 2 Overall Score /16	Combined Total Score /41	Ranking and Recommendation for Award
A	18	11.4	29.4	3
B	25	8.4	33.4	2
C	21	13.4	34.4	1

In the event of a tie, the Stage 1 score will be used to rank the tied proposals from highest to lowest score. If there are further ties, the overall Stage 2 score will be used, following which, the overall financial proposal will be used to rank any subsequent tied proposals from highest to lowest score.

Initially, only one contract will be awarded; however, additional contracts may be awarded within the bid validity period. In this circumstance, additional recommendations for award will be made in sequence from highest to lowest combined total score.

4.3.5 Debriefing

Bidders may request a debriefing on the results of the CFP process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the CFP process. The debriefing may be in writing, by telephone or in person.

4.4 Stage 3

4.4.1 Contracting Process

Recommendation for contract award will be determined based on the results of Stage 1 and Stage 2, the available budget and the success in completing the following steps.

4.4.1.1 Certifications

The Contracting Authority may request certifications and additional information required before contract award.

If a Bidder fails to provide the certifications and additional information, the proposal will be considered non-responsive and given no further consideration.

4.4.1.2 Contract Negotiations (if applicable)

The Contracting Authority may initiate the negotiations on pricing and cost breakdown.

Failure to achieve consensus on any aspect of the negotiations will result in the proposal being set aside and not given any further consideration. If an agreement cannot be reached between Canada and the Bidder within 2 months from the date of notification of acceptance into the ranked pool of pre-qualified proposals, Canada reserves the right to stop negotiations with the Bidder and dissociate the prioritized funds.

4.4.1.3 Contract Award

Upon completion of contract negotiations (if applicable), Canada will internally recommend, for approval, a contract to be awarded.

4.5 Intellectual Property

The default position of Canada is to allow contractors to retain the Intellectual Property (IP) rights. Information on IP is available from the following sources:

- Definition of IP under PSPC's Standard Acquisition Clauses and Conditions Manual, found at: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2040/16>
- Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts, found at: <http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>
- Implementation Guide: Policy for Title to Intellectual Property Arising under Crown Procurement Contracts, found at: http://www.ic.gc.ca/eic/site/068.nsf/eng/h_00001.html

4.6 Licensing

To support the objectives of the Open Government initiative, the Solution must be open source and licensed in accordance with the Massachusetts Institute of Technology License (“MIT License”).

Under the resulting Contract, the Contractor will be required to deposit the Solution’s source code on the GitHub platform (<https://github.com>) – under the MIT License.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Proposal

Bidders must submit the following duly completed certifications as part of their proposal.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its proposal the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Proposal

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

- () the service(s) offered is(are) a Canadian service as defined in paragraph 2 of clause A3050T.

The Bidder certifies that:

- () the Bidder is a Canadian Supplier. A Canadian supplier means a supplier that has a place of business in Canada.

5.1.2.2 SACC Manual clause

A3050T (2014-11-27), Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity

By submitting a proposal, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

5.2.3 Former Public Servant Certification

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

Definitions

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

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

"*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 FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () NO ()

If so, the Bidder must provide the following information:

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

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

5.2.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the proposal solicitation, every individual proposed in its proposal will be available to perform the Work as required by Canada's representatives and at the time specified in the proposal solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its proposal, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.5 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) prior to contract award in order to receive a PSPC contract. Suppliers may register for a PBN online at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca>). For non-Internet registration, suppliers

may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

PBN: _____

5.2.6 Rate or Price Certification

The Bidder is requested to provide one (1) of the following certifications, as applicable, in its financial proposal:

_____ The Bidder certifies that the price proposed is based on costs computed in accordance with Contract Cost Principles 1031-2, and includes an estimated amount of profit of _____.

-OR-

_____ The Bidder certifies that the price proposed

- a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- c) does not include any provision for discounts to selling agents.

-OR-

_____ The Bidder certifies that the price proposed is based on costs computed in accordance with 10.40 (a) to (i) of the *Supply Manual*, Public Services and Procurement Canada, on the pricing of research and development contracts with universities and colleges.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Statement of Work

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

6.1.1 Work Authorization – Phase 2

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work required to complete Phase 1 of the Contract at a cost not to exceed \$_____ (to be determined). Upon completion of Phase 1 the Work will be reviewed before the Contractor is authorized to commence any Work for Phase 2. Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with Phase 2 the Contracting Authority will advise the Contractor in writing to commence work on Phase 2. The Contractor must immediately comply with the notice.

If Canada decides not to proceed with Phase 2, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

6.1.2 Work Authorization – Phase 3

Upon completion of Phase 2, the Work will be reviewed before the Contractor is authorized to commence any Work for Phase 3. Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with the Phase 3, the Contracting Authority will advise the Contractor in writing to commence work on Phase 3. The Contractor must immediately comply with the notice.

If Canada decides not to proceed with the Phase 3, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

2040 (2016-04-04), General Conditions - Research & Development, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4002 (2010-08-16), Software Development or Modification Services

6.2.3 Definitions

"Licensed Programs" means all of the computer programs, in object-code form, which must be provided by the Contractor to Canada under the Contract, and include all patches, fixes and other code that may be delivered to Canada under the Contract, including any code provided as part of the warranty, maintenance, or support;

"Licensed Software" or "Software" or "Solution" means the Licensed Programs and the Software Documentation collectively;

"Media" means the material or medium on which the Licensed Programs are stored for delivery to Canada, including electronic media such as magnetic disks or electronic downloads. Media does not include the Licensed Software stored on the Media;

"Software Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Licensed Programs, whether that material is to be provided in printed form or on Media.

6.2.4 License

a) License: The Contractor must apply the following Massachusetts Institute of Technology License ("MIT License") to the Licensed Software.

i) MIT License

"Copyright (c) [year] [COPYRIGHT HOLDER]

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

The Software is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Software or the use or other dealings in the Software."

b) Grant of License: The Contractor grants to Canada a license to the Licensed Software in accordance with the MIT License.

i) This license is non-exclusive, perpetual, irrevocable, world-wide, fully paid and without royalties. The license cannot be restricted, modified or revised in any way by the Contractor.

ii) This Grant of License must be included in all copies or substantial portions of the Licensed Software.

6.3 Security Requirement

No security requirement applies.

6.4 Term of Contract

The Work is to be performed from date of Contract to March 31, 2018 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

TBD at contract award

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

TBD at contract award

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

6.5.3 Contractor's Representative

TBD at contract award

6.6 Proactive Disclosure of Contracts with Former Public Servants

SACC Manual Clause A3025C (2013-03-21)

6.7 Payment

6.7.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$_____ (amount to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra, if applicable.

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

6.7.2 Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

6.7.4 Discretionary Audit

SACC Manual Clause C0101C (2010-01-11), Discretionary Audit - Non-commercial Goods and/or Services

-OR-

SACC Manual Clause C0102C (2010-01-11), Discretionary Audit - Canadian Universities and Colleges

-OR-

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

Note to Bidder: One of the above Discretionary Audit clauses will apply, depending on the Price or Rate Certification included with the proposal.

6.8 Invoicing Instructions

1. The Contractor must submit a claim for progress payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), Claim for Progress Payment.

Each claim must show:

- a) all information required on form PWGSC-TPSGC 1111;
 - b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c) the description and value of the milestone claimed as detailed in the Contract.
2. The Contractor must prepare and certify an original claim on Form PWGSC-TPSGC 1111, and forward it to the Contracting Authority for certification in an electronic format to the electronic mail address identified under section entitled "Authorities" of the Contract. Portable Document Format (.pdf) format is acceptable. The Contracting Authority will then forward the certified claim, in an electronic format, to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.

3. The Contractor must not submit claims until all work identified in this claim is completed.

6.9 Certifications

6.9.1 Compliance

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

6.9.2 Canadian Content Certification

SACC Manual Clause A3060C (2008-05-12), Canadian Content Certification

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*to be inserted at contract award*).

6.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions 4002 (2010-08-16);
- c) the general conditions 2040 (2016-04-04);
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Contractor's proposal dated _____ not including any software publisher license terms and conditions that may be included in the proposal, not including any provisions in the proposal with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the proposal.

6.12 Foreign Nationals (Canadian Contractor)

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

6.13 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance – No Specific Requirement

6.14 Joint Venture (if applicable)

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original proposal]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

Attachment 1- Questions and Answers

All responses to questions or general clarifications provided during the proposal solicitation period will be appended to the CFP herein.

Attachment 2- Proposal Submission Form

The Proposal Submission Form (Attachment 2) is to be inserted at this point and forms part of this document.

Attachment 3 - Evaluation Criteria

1. Definitions

The following definitions apply to the Rating Table above and will be used to rate the Point Rated Presentation Evaluation Criteria.

Sound – is logically valid, uses true premises and is based on demonstrable knowledge and expertise.

Clear – is well-thought out and articulated and demonstrates a direct link from the problem to proposed solution.

Realistic – is demonstrated to be achievable within any and all constraints identified in the Statement of Work.

Improvement - is defined as intensify, increase, or further improve the quality, value, or extent of the portal.

2. Stage 1 Evaluation Criteria

ID	Mandatory / Rated	Criteria	Assessment	Pass/Fail or Points Range
Section 1: Alignment to Challenge				
M1	Mandatory	Alignment to Challenge	<p>The Bidder must demonstrate how its proposed concept addresses the challenge which includes:</p> <p>a) A summary of the proposed concept; b) How the proposed concept addresses and responds to the challenge; c) How the proposed concept aligns with the Directive on Open Government (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28108).</p> <p>Pass: The proposal clearly articulates how the proposed concept addresses and responds to the challenge. The proposed concept is aligned with the Directive Open Government.</p> <p>Fail: The proposal does not clearly articulate how the proposed concept addresses and responds to the challenge. The proposed concept is not aligned with the Open Government.</p>	Pass/Fail
Section 2: Usability improvement				
M2	Mandatory	Demonstration of improvement(s) to the user	<p>The Bidder must demonstrate how its proposed concept improves the user experience of the Open-by-Default pilot portal which includes a summary of the proposed concept's improvement(s) to the user experience of the Open by Default pilot portal.</p>	Pass/Fail

ID	Mandatory / Rated	Criteria	Assessment	Pass/Fail or Points Range
		experience of the Open by Default pilot portal	<p>“User experience” is defined as the range of tasks and quality of results that are available to a portal visitor.</p> <p>Pass: The proposed concept includes an improvement to the user experience of the Open-by-Default pilot portal.</p> <p>Fail: The proposed concept does not include improvement(s) to the user experience of the Open-by-Default pilot portal.</p>	
M3	Mandatory	Demonstration of improvement(s) to the overall usability of the Open by Default pilot portal	<p>The Bidder must demonstrate how its proposed concept improves the overall usability of the Open by Default Pilot portal which includes a summary of the proposed concept’s improvement(s) to the overall usability of the Open by Default Pilot portal.</p> <p>Usability is defined as how the concept helps the user by creating a simplistic experience that enables learnability and reduces the number of steps to achieve a task or goal.</p> <p>Pass: The proposed concept includes an improvement to the overall usability of the Open by Default Pilot portal.</p> <p>Fail: The proposed concept does not include improvement(s) to the overall usability of the Open by Default Pilot portal.</p>	Pass/Fail
M4	Mandatory	Demonstration of improvement(s) to the overall findability and discoverability of the Open by Default pilot portal	<p>The Bidder must demonstrate how its proposed concept improves the findability and discoverability of assets on the Open by Default Pilot portal which includes a summary of the proposed concept’s improvements to the the findability and discoverability of assets on the Open by Default Pilot portal.</p> <p>“Findability and discoverability” is defined as, the ease with which information contained on a website can be found, both from outside the website (using search engines and the like) and by users already on the website.</p> <p>Pass: The proposed concept includes an improvement to the findability and discoverability of assets on the Open-by-Default Pilot portal.</p> <p>Fail: The proposed concept does not include improvement(s) to the findability and discoverability of assets on the Open by Default Pilot portal.</p>	Pass/Fail

ID	Mandatory / Rated	Criteria	Assessment	Pass/Fail or Points Range
R1.1	Point Rated	Demonstration of improvement(s) to user experience of the Open by Default pilot portal	<p>The Bidder should demonstrate the elements of the user experience of the Open by Default portal that will be improved by the concept and how the concept will create these improvements which includes,</p> <ul style="list-style-type: none"> a) a description of each of the proposed concept's improvements to the user experience of the Open by Default Pilot portal and, b) a description of how the proposed concept will create these improvements. <p>“User experience” is defined as the range of tasks and quality of results that are available to a portal visitor.</p> <p>0 points</p> <ul style="list-style-type: none"> • No elements of the user experience will be improved and/or the proposal does not describe how any elements of the user experience will be improved. <p>2 point</p> <ul style="list-style-type: none"> • One element of the user experience will be improved and the proposal describes how this element of the user experience will be improved. <p>4 points</p> <ul style="list-style-type: none"> • Two or more elements of the user experience will be improved and the proposal describes how these elements of the user experience will be improved. 	0-4
R1.2	Point Rated	Demonstration of improvements to findability and discoverability	<p>The Bidder should demonstrate the elements of the findability and discoverability of assets on the Open by Default portal that will be improved by the concept and how the concept will create these improvements which includes</p> <ul style="list-style-type: none"> a. a description of each of the proposed concept's improvements to the findability and discoverability of assets on the Open by Default Pilot portal and, b. a description of how the proposed concept will create these improvements. <p>“Findability and discoverability” mean, the ease with which information contained on a website can be found, both from outside the website (using search engines and the like) and by users already on the website.</p> <p>0 points</p>	0-4

ID	Mandatory / Rated	Criteria	Assessment	Pass/Fail or Points Range
			<ul style="list-style-type: none"> No elements of the findability and discoverability will be improved and/or the proposal does not describe how any elements of the findability and discoverability will be improved. <p>2 point</p> <ul style="list-style-type: none"> One element of the findability and discoverability will be improved and the proposal describes how this element of the findability and discoverability will be improved. <p>4 points</p> <ul style="list-style-type: none"> Two or more elements of the findability and discoverability will be improved and the proposal describes how these elements of the findability and discoverability will be improved. 	
Section 3: Interoperability				
M5	Mandatory	Compatibility and interoperability with existing Open Government Website Infrastructure	<p>The proposed concept must be compatible and interoperable with the existing Open Government Website Infrastructure.</p> <p>To demonstrate compliance the Bidder must describe how the proposed architecture will be integrated into the existing Open Government Website infrastructure which includes;</p> <ol style="list-style-type: none"> an architecture diagram for the proposed concept, a description of how the proposed concept will fit with the Website’s look and feel, and a description of how the proposed concept will function on the Microsoft Azure cloud. <p>Pass: The proposed concept is compatible and interoperable with the existing Open Government Website Infrastructure.</p> <p>Fail: The proposed concept is not compatible and interoperable with the existing Open Government Website Infrastructure.</p>	Pass/Fail
Section 4: Design and Implementation Plan				
M6	Mandatory	Draft Design and Implementation Plan	<p>The Bidder must provide a Design and Implementation Plan. The Design and Implementation plan must address each of the following areas;</p> <ol style="list-style-type: none"> Task description: Describe the work to be done, including the technical methodology. Deliverables: Describe the output of the task. Lead: Identify who is responsible for task delivery/performance Start and End Date: Describe the start and end date of each task 	Pass/Fail

ID	Mandatory / Rated	Criteria	Assessment	Pass/Fail or Points Range
			<ul style="list-style-type: none"> e. Constraints and Assumptions: Identify the impact of constraints and any assumptions taken f. Risks: Identify all potential risks g. Deployment Approach and Release Schedule: Describe the planned approach to release to GitHub 	
R1.3	Rated	Feasibility of the proposal	<p>The Bidder should demonstrate the feasibility of the proposal. To demonstrate the feasibility of the proposal the Bidder should provide a Design and Implementation Plan that includes;</p> <ul style="list-style-type: none"> a. an adequately developed, well-reasoned, and appropriate approach for the development of the proposed concept, b. proposed deliverable(s) that clearly define a solution that meets the challenge c. a proposed concept that is feasible. <p>“Feasibility” means, the determination of the evaluation team based on the information in the proposal, as to whether the proposal is applicable to the Work and could be accomplished in practice in Canada.</p> <p><u>0 points</u></p> <ul style="list-style-type: none"> • The feasibility and approach provide no evidence to any of the 3 elements detailed above. <p><u>2 points</u></p> <ul style="list-style-type: none"> • The feasibility and approach demonstrate 1 of the 3 elements above. Although the Bidder presents some of the information required, the proposal lacks the clarity to permit any concrete analysis of the feasibility of the proposal. <p><u>4 points</u></p> <ul style="list-style-type: none"> • The Bidder has clearly articulated the feasibility and approach of 2 of the 3 elements above. There is adequate information to see a description of the feasibility of the proposal, the technical concept is developed, and deliverables define a solution. <p><u>6 points</u></p> <ul style="list-style-type: none"> • The Bidder has clearly articulated the feasibility and approach of all 3 elements above. There is a clear explanation of the feasibility of the project, the technical concept is developed, and well-reasoned and appropriate, deliverables clearly define a solution that meets the proposed challenge. 	0-6

R1.4	Rated	Risks and risk mitigation strategies in the design and implementation plan	<p>The Bidder should describe the Risk(s) identified in the Design and Implementation Plan and present corresponding Mitigation Strategies.</p> <p>The Bidder should identify the risk(s) associated with the task, as well as if it is a High, Medium or Low Risk and if the impact will be High, Medium or Low. Examples of 'Risk Type' include: financial, schedule, scope, technical, IP issues. If no risk is anticipated enter N/A.</p> <p>0 points</p> <ul style="list-style-type: none"> The plan provides no evidence of identifying or mitigating any risks associated with specific tasks. <p>2 points</p> <ul style="list-style-type: none"> The risks and mitigation strategies are identified, but the detail is lacking, or they are not well thought out. The risk plan may not have considered all the necessary elements to complete the project. <p>4 points</p> <ul style="list-style-type: none"> The risks and mitigation strategies are well defined. The risk plan is complete and provides a clear overview of the proposed risks. <p>6 points</p> <ul style="list-style-type: none"> The risks and mitigation strategies are clear and very well defined. The risk plan is complete and demonstrates that full consideration has been given to all elements of the proposed project. 	0 - 6
Section 5: Previous Experience				
R1.5	Rated	Previous Experience posting open source code on an open source code repository/ platform.	<p>The Bidder should indicate whether or not they have had experience providing source code on an open source repository platform for potential integration into other projects.</p> <p>The Bidders experience will be validated by URL links to open source projects. In the event that the link cannot serve to validate the experience for technical or other reasons, coordinates of a contact person should be provided for follow up.</p> <p>1 point per project to a maximum of 5 points.</p>	0-5
				Overall Total Rated Scored = 25 points Minimum Score Required to Pass = 65%

3. Stage 2 - Evaluation Criteria

Each proposal will be evaluated and scored in accordance with the point-rated evaluation criteria identified below.

Table 1 Stage 2 - Point Rated Presentation Evaluation Criteria			
Point Rated Criteria	Description	Assessment	Maximum Points Available
R2.1	<p>Innovativeness</p> <p>The Bidder should demonstrate how the proposal is innovative according to the following definition:</p> <p><i>Employing new knowledge and/or technology, or rendering valuable changes to existing knowledge and/or technology to address the challenge.</i></p>	Points will be assessed in accordance with Table 2, Verbal Presentation Rating Table.	4
R2.2	<p>Scalability</p> <p>The Bidder should demonstrate how the proposal is scalable according to the following definition:</p> <p><i>Capable of being easily expanded to accommodate more data and assets and capable of being deployed in an expanded portal.</i></p>	Points will be assessed in accordance with Table 2, Verbal Presentation Rating Table.	4
R2.3	<p>User-centricity</p> <p>The Bidder should demonstrate how the proposal is user-centered according to the following definition:</p> <p><i>The design and implementation of the concept solves usability problems or challenges experienced by portal users.</i></p>	Points will be assessed in accordance with Table 2, Verbal Presentation Rating Table.	4
R2.4	<p>Functionality</p> <p>The Bidder should demonstrate how the proposal ensures functionality according to the following definition:</p> <p><i>The design and implementation of the concept suit the intended purpose.</i></p>	Points will be assessed in accordance with Table 2, Verbal Presentation Rating Table.	4
Maximum Points Available			16 points

Table 2 Verbal Presentation Rating Table		
4	Excellent	The Bidder's response is not only <i>Clear, Sound and Realistic</i> ; and demonstrates <i>alignment with the criterion definition</i> ; it addresses benefits to Canadians not listed in the definition under table 1.
3	Good	The Bidder's response is <i>Clear, Sound and Realistic</i> ; and demonstrates <i>alignment with the criterion definition</i> .
2	Fair	The Bidder's response is <i>Clear, Sound and Realistic</i> ; and demonstrates <i>partial alignment with the criterion definition</i> .
1	Weak	The Bidder's response is not <i>Clear, Sound or Realistic</i> ; and does not demonstrate <i>alignment with the criterion definition</i> .
0	Not provided or addressed	

Annex A - Statement of Work

1. Introduction

The Government of Canada has made ambitious commitments to advance openness and transparency. One of its key tools for advancing openness is the open government website, Open.Canada.ca (“Open Government website”).

The Open Government website was launched in 2012 as a single purpose data portal. It has since evolved to include various information resources and to facilitate engagement on the open government initiative and associated activities. In keeping with the Government of Canada’s initial strategy on open government, the Open Government website’s architecture is built around the pillars of open data, open information and open dialogue. As Canada continues to advance the open government initiative and to release a growing number of resources, it has become apparent that the ability of users to find information needs to be improved. There is also a desire to do more in terms of engaging with users and visitors through the Open Government website.

New resources of information are constantly being added to the Open Government website and the future vision is for it to become a hub of data, information and opportunities to participate and learn. Early research indicates that a majority of users are seeking data of one type or another with a smaller but significant group looking for opportunities to participate or engage with government.

Existing Open Government Website Information Resources

Information resources currently housed on the Open Government website include:

- Open Data – Web-based portal containing datasets accessible to Canadians where individuals may view or request data.
(<http://open.canada.ca/en/open-data>)
- Open Information – Web-based portal containing unstructured information that are typically official Government of Canada publications
(<http://open.canada.ca/en/open-information>)
- Open by Default Pilot Portal – Draft content that is being worked on in real time by federal officials
(<http://pilot.open.canada.ca/open-by-default-pilot>)
- Applications gallery - applications, mobile and web based (both created by government and submitted by open data users)
(<http://open.canada.ca/en/apps>)
- Open data inventory – listing of datasets the government of Canada has but has not yet released. Users can vote for the data to be prioritized for release.
(<http://open.canada.ca/en/search/inventory>)
- Suggested Datasets – listing of datasets suggested and voted upon by users as well as current release status
(<http://open.canada.ca/en/suggested-datasets>)
- Open Dialogue – Web-based portal containing a blog, Canada’s action plans on open government, consultations on action plan development and the results of previous consultations.
(<http://open.canada.ca/en/open-dialogue>)
- Proactive disclosures – Information on financial and human resources released by departments and agencies to better hold government to account.
(<http://open.canada.ca/en/proactive-disclosure>)
- Access to Information summaries – Web-based portal for information requests as per the Access to Information Act and the Privacy Act.
(<https://atip-aiprp.apps.gc.ca/atip/welcome.do>)

The Open by Default Pilot Portal

The Open by Default Pilot Portal is the newest component of the Open Government website. It is an online beta site where draft documents are made publically available, providing users with insight into what government employees are working on. The Open by Default Pilot Portal leverages existing operational systems including the Open Government website and internal departmental document repositories, such as OpenText's Content Server, to provide the technical platform. The Open by Default Pilot Portal is a separate, beta-stage instance within the Open Government website based on a clone of the Open Government website.

The Open by Default Portal currently contains documents provided by groups in four partner departments: Natural Resources Canada, Canadian Heritage, Environment and Climate Change Canada, and the Treasury Board of Canada Secretariat. The Open by Default Pilot Portal is a pilot project; it includes works in progress that have not necessarily been created or formatted for release.

2. Objective

Treasury Board of Canada Secretariat has requirement for a pre-commercial open source solution ("Solution") to improve user experience in finding and retrieving information housed on the Open by Default Pilot Portal. The Solution must improve the user experience of the Open by Default Pilot Portal but given common infrastructure, it is also expected to yield particular improvements to the Open Government website as a whole.

3. Scope

The Work is divided into three phases as follows.

3.1 Tasks and Deliverables

Task Number	Task Description	Deliverables	Due Date
Phase I			
3.1.1	Finalization of Draft Design and Implementation Plan: Within 10 working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its proposal. The Contractor must update the design and implementation plan to reflect Canada's comments within 5 working days and resubmit it to Canada for approval.	Finalized Design and Implementation Plan	September 29, 2017
3.1.2	The Contractor must develop a prototype of the Solution source code and deposit it on https://github.com/ ("GitHub") under the MIT License.	Source code for prototype of Licensed Software deposited on GitHub.	November 15, 2017
Phase II			
3.1.3	The Contractor must perform user testing, debugging, testing for accessibility and security of the Solution and update the Design and Implementation Plan as necessary. 3.1.3.1 User testing The Contractor must provide a test plan. The test plan must be in the form of a MS Excel spreadsheet	Test Plan, test cases, and success criteria Defect Debugging Report Updated source code (if applicable)	January 15, 2018

	<p>that documents each test case, and include, at a minimum:</p> <ul style="list-style-type: none"> a. a test case number; b. step-by-step instructions for testers to complete each test case; c. the success criteria for each test case; d. a description of the functionality the test case addresses; and, e. fields next to each test case for testers to compile testing notes/results. <p>3.1.3.2 Debugging</p> <p>The Contractor must debug and correct software defects identified during testing by Canada. The contractor must provide a report to Canada documenting the defects, and their corrections, to Canada.</p> <p>3.1.3.3 Testing for accessibility and security</p> <p>The source code submitted by the Contractor will be tested by Canada for compliance with federal standards on security and accessibility.</p> <p>Canada will provide detailed feedback to the Contractor on any issues revealed by scanning. The Contractor must resolve the issues revealed in the source code and resubmit the updated source code to Canada.</p>	<p>Updated Design and Implementation Plan (if applicable).</p>	
<p>3.1.4</p>	<p>The Contractor must perform unit testing and integration testing of the Solution with the Open Government website infrastructure and update the Design and Implementation Plan as necessary.</p> <p>3.1.4.1 Unit testing</p> <p>The Contractor must conduct nose tests for all python based software modules. The Contractor must resolve any issues revealed by the nose tests and update source code. The Contractor must provide a report to Canada detailing the results of all nose testing.</p> <p>3.1.4.2 Integration testing</p> <p>The Contractor must perform integration testing on their own system, resolve any issues revealed by the integration testing and update source code. As a final test the Contractor must provide instructions and the updated source code for Canada to install and test the code on an open.canada.ca development environment. The Contractor must provide a report to</p>	<p>Unit Testing Report</p> <p>Integration Testing Report</p> <p>Updated source code (if applicable)</p> <p>Updated Design and Implementation Plan (if applicable)</p>	<p>January 15, 2018</p>

	Canada detailing the results of their internal integration testing and the instructions for Canada to install and test the source code in the development environment. Canada will provide detailed feedback to the Contractor on any issues revealed integration testing. The Contractor must resolve the issues revealed and resubmit the updated source code to Canada for re-testing.		
Phase III			
3.1.5	The Contractor must deposit the final Solution source code on GitHub under the MIT License.	Final source code for Licensed Software deposited on GitHub.	February 28, 2018
3.1.6	The Contractor must prepare all Software Documentation in English or French for the Solution and provide it electronically to the Technical Authority in .pdf format.	Software Documentation in .pdf format.	February 28, 2018
3.1.7	The Contractor must attend weekly progress review meetings by teleconference.	Bidder responds to any requests for clarification	March 31, 2018

4. Constraints and Operational Environment

The Solution must be able to be integrated into the Open Government website's existing digital infrastructure.

4.1 Existing Open Government Website Digital Infrastructure

The Open Government website operates using the following open source tools, in compliance with the listed policies relating to websites for the Government of Canada.

- 1) CKAN (Data Catalogue)
- 2) Solr (Search Engine)
- 3) Drupal (Content Management System)
- 4) PostgreSQL (Relational Database Management System)

Government of Canada's Web Experience Toolkit Relevant Policies to the Government of Canada's Web Presence (available at <https://www.tbs-sct.gc.ca/pol/index-eng.aspx>):

- 1) Directive on the Management of Communications
- 2) Directive on Official Languages for Communications and Services
- 3) Standard on Web Accessibility
- 4) Standard on Web Interoperability
- 5) Standard on Web Usability
- 6) Standard on Optimizing Websites and Applications for Mobile Devices
- 7) Guidance on Implementing the Standard on Web Accessibility

The Open Government website is currently housed on a mix of cloud and on premise infrastructure. Software solutions must have the ability to be hosted on the Microsoft Azure cloud in the Canada Central or Canada East availability regions.

As the Government of Canada's work on open government advances, there are opportunities to improve the user experience of its online tools, including improving access to digital publications and draft documents made available by the federal government.

4.2 Design and Implementation Plan

Updates to the Design and Implementation must be approved by the Technical Authority.

5. Language of Work

English or French

6. Location of Work

The Work must be performed at the Contractor's site.

7. Travel

The Contractor is not required to travel.

Annex B - Basis of Payment

1. Firm Price

1.1 For the Work described in the Statement of Work in Annex A:

1.2 Schedule of Milestones

1.2.1 Phase 1

Milestone No.	Phase 1 - Description	Firm Milestone Amount (Applicable Taxes Included)	Due Date
1.	Completion of Tasks and Deliverables 3.1.1 and 3.1.2 in accordance with the Statement of Work in Annex A.	\$	15 November 2017
Total Firm All-Inclusive Lot Price for Phase 1			\$ (Applicable Taxes Included)

1.2.2 Work Authorization – Phase 2

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work required to complete Phase 1, of the Contract at a cost not to exceed \$(to be determined). Upon completion of Phase 1, the Work will be reviewed before the Contractor is authorized to commence any Work for Phase 2. Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with Phase 2, the Contracting Authority will advise the Contractor in writing to commence work on Phase 2 of the Contract at a cost not to exceed \$(amount to be negotiated upon completion of Phase 1). The Contractor must immediately comply with the notice.

If Canada decides not to proceed with Phase 2, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

Milestone No.	Phase 2 - Description	Firm Milestone Amount (Applicable Taxes Included)	Due Date
2	Completion of Tasks and Deliverables 3.1.3 and 3.1.4 in accordance with the Statement of Work in Annex A.	\$	15 January 2018
Total Firm All-Inclusive Lot Price for Phase 2			\$ (Applicable Taxes Included)

1.2.3 Work Authorization – Phase 3

Upon completion of Phase 2, the Work will be reviewed before the Contractor is authorized to commence any Work for Phase 3. Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with Phase 3, the Contracting Authority will advise the Contractor in writing to commence work on Phase 3 of the Contract at a cost not to exceed \$(amount to be negotiated upon completion of Phase I). The Contractor must immediately comply with the notice.

If Canada decides not to proceed with Phase 3, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

Milestone No.	Phase 3 - Description	Firm Milestone Amount (Applicable Taxes Included)	Due Date
3	Completion of Tasks and Deliverables 3.1.5 and 3.1.6 in accordance with the Statement of Work in Annex A.	\$	28 February 2018
Total Firm All-Inclusive Lot Price for Phase 3			\$(Applicable Taxes Included)