

REQUEST FOR PROPOSAL

FOR THE REQUIREMENT OF

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FOR

**THE OFFICE OF THE COMMISSIONER FOR
FEDERAL JUDICIAL AFFAIRS CANADA (FJA)**

Solicitation No.: FJA-2018-035

CLOSING DATE: Thursday, June 28, 2018, at 5:00 PM EDT

BIDS TO BE SUBMITTED TO:

DANIEL MORIN

Office of the Commissioner for Federal Judicial Affairs Canada (FJA)

99 Metcalfe Street, 8th Floor

Ottawa, ON K1A 1E3

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TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	3
PART 2 – BIDDER INSTRUCTIONS.....	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	5
PART 3 – BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 – SECURITY AND INSURANCE REQUIREMENTS	9
6.1 SECURITY REQUIREMENTS	9
6.2 INSURANCE REQUIREMENTS	9
PART 7 – RESULTING CONTRACT CLAUSES	9
7.1 STATEMENT OF WORK.....	9
7.2 STANDARD CLAUSES AND CONDITIONS.....	9
7.3 SECURITY REQUIREMENTS	10
7.4 TERM OF CONTRACT	10
7.5 AUTHORITIES	10
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	11
7.7 PAYMENT	11
7.8 INVOICING INSTRUCTIONS	11
7.9 CERTIFICATIONS - COMPLIANCE	12
7.10 APPLICABLE LAWS.....	12
7.11 PRIORITY OF DOCUMENTS	12
7.12 INSURANCE – SPECIFIC REQUIREMENTS.....	12
7.13 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY.....	12
ANNEX A – STATEMENT OF WORK	14
ANNEX B – PROPOSED BASIS OF PAYMENT	21
ANNEX C – INSURANCE REQUIREMENTS	22
ATTACHMENT 4.1: BID EVALUATION CRITERIA	23
ATTACHMENT 4.2: FINANCIAL PROPOSAL.....	25

PART 1 – GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

List of Annexes to the Resulting Contract:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Insurance Requirements

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):

- Attachment 4.1: Bid Evaluation Criteria
- Attachment 4.2: Financial Proposal

1.2 Summary

- 1.2.1 The purpose of this Request for Proposal (RFP) is to select a supplier to enter into a contract with the Office of the Commissioner for Federal Judicial Affairs Canada (FJA) to provide the services described in Annex A – Statement - of Work. The period of the resulting contract is estimated to be from date of Award (planned for early July) to March 31, 2021, plus two (2) one-year options which can be exercised at the sole discretion of FJA.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active>), are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to FJA by the date, time and place indicated on page 1 of the bid solicitation. See section 3.1 for further information.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force 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.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Electronic Bids

Canada requests that Bidders provide their bid in electronic format (e-mail). The Technical Offer, Financial Offer and Certifications must be in **SEPARATE PDF FILES**. Bidders should use a numbering system that corresponds to that of the Request for Proposal. Prices must appear in the financial offer only. No prices must be indicated in any other section of the bid. Bids may be sent to the following e-mail address: Daniel.Morin@fja-cmf.gc.ca.

The maximum size per email (including attachments) is limited to 20MB. If the limit is exceeded, your email might not be received by FJA. In doubt, it is suggested that you send multiple emails to ensure delivery. Bidders are responsible for sending their proposal to allow enough time for FJA to receive the proposal by the closing period indicated in this RFP.

FJA will not be responsible for any failure attributable to the transmission or receipt of the email bid. FJA will send a confirmation email to the Bidder when the submission is received.

Hard copy Bids

Bidders may, if they prefer, provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

Canada requests that Bidders follow the format instructions described below in the preparation of the bid.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Proposal.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, Suppliers should:

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

Hard Copy Bids are to be submitted to:

Office of the Commissioner for Federal Judicial Affairs Canada
99 Metcalfe Street, 8th Floor
Ottawa ON K1A 1E3
Attn: Daniel Morin

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that

Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B. Bidders must use Attachment 4.2 or a similar format to present their financial bid.

Bidders must submit their financial bid in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Bidders should include the following information in their financial bid:

Their legal name;
Their Procurement Business Number (PBN); and
The name of the contact person (including this person's mailing address, telephone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their offer; and any contract that may result from their bid.

Section III: 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

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 4.1.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included. Bidders should use Attachment 4.2: Financial Proposal or a similar format to present their financial bid.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 4.2.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
 - c. obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 90 points.
- 4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.

- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1 st	3 rd	2 nd

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 bid 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 bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with this requirement.

6.2 Insurance Requirements

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035 2016-04-04](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/active), General Conditions - Higher Complexity – Services <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/active>, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1-year periods under the same conditions. The option periods, if exercised, will be from April 1, 2021 to March 31, 2022 and from April 1, 2022 to March 31, 2023.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Errolyn Humphreys
Director, Finance & Administration
Office of the Commissioner for Federal Judicial Affairs Canada
99 Metcalfe Street, 8th Floor Ottawa ON K1A 1E3
Telephone: (613) 992-8185 Facsimile (613) 995-5615
E-mail: Errolyn.Humphreys@fja-cmf.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is:

François Boivin
Executive Editor | Arrêstiste en chef
Federal Courts Reports | Recueil des décisions des Cours fédérales
Office of the Commissioner for Federal Judicial Affairs Canada
99 Metcalfe Street, 8th Floor Ottawa ON K1A 1E3
Telephone: (613) 947-8491
E-mail: Francois.Boivin@fja-cmf.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the

Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative (to be inserted at contract award)

Contact Name:

Telephone:

E-mail address:

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

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 in Annex B for a cost of \$ _____ (amount to be inserted at contract award). Customs duties are included and 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.

7.7.2 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.3 T1204 – Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be sent to the Project Authority identified under the section entitled "Authorities" of the Contract with a copy to FJA.Finance@fja-cmf.gc.ca.

7.9 Certifications - Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

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

7.11 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 general conditions 2035 2016-04-04, Higher Complexity – Services;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Insurance Requirements;
- f. the Contractor's bid dated _____, (inserted at contract award)

7.12 Insurance – Specific requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 Limitation of Liability – Information Management/Information Technology

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
 - a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";

- ii. physical injury, including death.
- b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor must at its own expense restore such records and data using the most recent back-up.

3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

ANNEX A – STATEMENT OF WORK

1. Title: Internet Publishing of the *Federal Courts Reports*

The *Federal Courts Reports* were created in 1971 when the *Federal Court Act* (now the *Federal Courts Act*) was passed. They are the official reports of the decisions of the Federal Court of Appeal and of the Federal Court. They are published pursuant to section 58 of the Act, which provides that only the decisions or the parts of them that, in the editor's opinion, are of sufficient significance or importance to warrant publication in the Reports shall be included therein. The Reports are prepared for publication by the Federal Courts Reports section (FCR) of the Office of the Commissioner for Federal Judicial Affairs Canada (FJA).

For further information about FJA please go to the FJA website at: <http://www.fja-cmf.gc.ca>.

2. Tasks

FCR/FJA requires the following services:

- 2.1 Hosting of existing and future publications of the *Federal Courts Reports* (FCR), including but not limited to HTML and PDF versions of individual judgments, digests and appeals noted, and PDF versions of full volumes (referred to collectively as files or items)(see 3.1).
- 2.2 Create/host one Web site available in both English and French (See 3.2).
- 2.3 The supplier must provide templates and/or guidance with respect to the creation of documents to ensure that:
 - (1) published items follow FCR's standards,
 - (2) published items follow Government of Canada Standards for Web Publication (See 3.2.6 and 3.4)
 - (3) adequate metadata is collected to facilitate the retrieval of these files by the search engine.
- 2.4 Publishing files (mostly Federal Court and Federal Court of Appeal decisions) online (see 3.3).
- 2.5 Providing a solid self-publication/administration tool in both English and French to delegated FCR staff (see 3.5).
- 2.6 Making available a sophisticated search tool (in English and in French) (see 3.6)
- 2.7 Creating a mailing list available by subscription and an RSS feed (see 3.7)

Note: Any software proposed must be "off-the-shelf", meaning that each component of the software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or in an experimental environment). If any of the proposed software is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the RFP closing date.

3. Requirements and Deliverables

3.1 Hosting of existing and future publications of the *Federal Courts Reports*

- 3.1.1 The FCR files must be hosted on a server located in Canada.
- 3.1.2 The domain name of the site where the FCR documents are saved must remain the same as that of the current site which follows a specific standard and must be easy to update, as needed.
- 3.1.3 The host server(s) must be able to display bilingual pages within the provided page template
- 3.1.4 The contractor must provide an identical duplicate platform, in both English and French, for development and testing purposes (format, accessibility, etc.). This platform will be made available to FCR delegated staff.
- 3.1.5 All Screen Content and Error Messaging must appear in the selected language until such time as the users click on the toggle to alter the language.
- 3.1.6 The server must have high speed connectivity and must be capable of supporting thousands of users viewing, searching and printing files simultaneously.
- 3.1.7 Back-ups must be done on a daily basis and be provided to FCR on demand at no cost.
 - 3.1.7.1 The contractor must provide details on what back-up and replication procedures they use in case of a disaster.
 - 3.1.7.2 If the contractor intends to host FCR decisions on a server located at a data centre, the following information must be provided:

- a) The contractor must identify what data center they plan on using and provide information on how it is managed/secured; and
 - b) The contractor must provide details on what back-up and replication procedures the data center uses in case of a disaster.
- 3.1.8 The platform provided by the contractor must be accessible using various browsers, mainly but not limited to Explorer, Chrome, Safari and Firefox.
- 3.1.9 The software must block the automatic indexing of legal decisions by web bots.
- 3.1.10 The contractor is responsible for all application and software licenses necessary to deliver the project for the duration of the contract and is responsible for maintaining these licenses. Published files remain at perpetuity the property of FCR in all formats (MS Word, HTML, PDF, etc.). The contractor must provide these files to FCR, in all formats (MS Word, HTML, PDF, etc.), at no extra cost, in the following circumstances:
- a) On demand during the contract period
 - b) If the contract is terminated before the end by one or both parties
 - c) At the end of said contract

3.2 Creation of a Web site for the *Federal Courts Reports* available in both English and French

- 3.2.1 FJA has a “main site”, hosted by a third party, and an “FCR site”, created and hosted by the contractor (see links in section 7).
- 3.2.2 The look and feel of the FCR site must be reproduced in the new environment (logo, colours, etc.)
- 3.2.3 The FCR site must have equivalent English and French versions and the user must be able to toggle easily between the two using the “English” button on the French page or the “French” button on the English page.
- 3.2.4 The software must be capable of processing documents written in Canadian English and Canadian French and must recognize and post Canadian French characters properly.
- 3.2.5 The interaction between the “FJA main site” and the “FCR site” must be seamless. When one clicks on one of the links to the “FCR site” from the “FJA main site”, the user must be redirected seamlessly to the page hosted by the contractor (and vice versa). FJA will provide the content to the contractor.
- 3.2.6 The Work must comply with the Government of Canada Web Standards, established by the Treasury Board that include the following standards: [Web Accessibility](#), [Web Usability](#), [Web Interoperability](#) and [Optimizing Websites and Applications for Mobile Devices](#). The [Web Standards for the Government of Canada](#) are revised periodically by the Treasury Board. Contracting officers must consult the most recent version of the standards available on the Treasury Board's website.
- 3.2.7 In addition to the search tool (discussed further below at 3.6), the site must allow users to browse/access content in various ways (“browse by” pages). More specifically:
- a) Users must be able to browse decisions and digests by volume, date, neutral citation, style of cause (in alphabetical order) and subject; and
 - b) Users must be able to browse Appeals Noted by Volume and Part.

Note: The contractor can recommend changes to FCR in the way users can browse/access content, as long as none of the current functionalities are lost.

3.3 Publishing FCR Files on the Internet

- 3.3.1 The contractor will have to migrate all published materials, including but not limited to judgments, digests and appeals noted, in both HTML and PDF formats into the new environment and make them available in both HTML and PDF. This will include HTML files produced as a result of a recent digitization project and not yet published on the Web site. Metadata will have to be extracted from the HTML (independent HTML files) and CSS conflicts may have to be resolved.
- 3.3.2 The contractor must be able to import and publish historical archives into the new software with minimum assistance from the personnel of FCR.
- 3.3.3 The Web site must include static HTML pages for additional content (about this site, help, contact, etc.); text for which will be supplied by FCR. The FCR should be able to change the content of these pages as required at no additional cost.
- 3.3.4 All new files, whether interim, final, revised, translated, etc., will be available in both HTML and PDF; the contractor will be responsible for converting MS Word documents (in .doc or .docx) uploaded by FCR through the self-publication/administration tool into HTML format. FCR will provide the PDF.

- 3.3.5 The contractor's platform shall extract all the metadata from the files themselves (for example, date of decision, name of parties, name of the member of the court, file number, keywords etc.)
- 3.3.6 The self-publication/administration tool must allow FCR to upload files in formats other than MS Word (such as HTML) while still linking the metadata from those files to the indexing system so they are linked to the searches by subject, year etc.
- 3.3.7 During business days, FCR will publish files in each official language (French and English) (see 3.5).
- 3.3.8 Except for the full volumes, all files will be shown as a Web page, but will have an icon on the upper right-hand-side of the page which will open the PDF version if clicked.
- 3.3.9 The contractor will prepare a WCAG 2.0-compatible template which FCR will use to create the MS Word documents submitted for publication. The contractor will ensure that those documents, once converted to HTML and posted on the FCR site are considered accessible as per WCAG 2.0.
- 3.3.10 On business days, all files will be available on the website within 24 hours of the document being uploaded in the self-publication/administration tool by FCR staff.
- 3.3.11 All files must be available in both English and French, and the user must be able to toggle between the two versions (see existing FCR site).
- 3.3.12 The solution must provide for the insertion of hyperlinks (pointing to web documents) within any portion of the documents (such links would be included in the documents submitted for conversion to html).
- 3.3.13 The display of the digests must include a link to the corresponding decision posted on the Federal Court or Federal Court of Appeal Web site.
- 3.3.14 Endnotes included in the decision must remain functional. Clicking on the superscript number in the text will bring the user directly to the endnote in questions and clicking on the superscript number of the endnote will bring the user back to location of the endnote identifier in the text.

3.4 Providing templates and or guidance in the creation of files in order to ensure published items follow FCRs' standards, Government of Canada Standards for Web Publication (See 3.2.5 and 3.4) and that adequate metadata is collected to facilitate the retrieval of these decisions by the search engine.

FCR uses a standard when producing files in MS Word. This standard includes the application of Styles to identify various portions of the text to facilitate the creation of metadata¹. These files will be uploaded to the contractor's servers using the self-publication/administration tool. To create documents for publishing on the server (HTML), the contractor will need to create the scripts to convert "Word Coding" into metadata, which will be able to be used by the site's search engine.

- 3.4.1 The software must automatically extract metadata for each decision published, including but not limited to:
- Title of decision
 - Neutral citation number
 - Date of decision
 - Docket number
 - Judge
 - Counsel
 - Parties
 - Publication Date
- 3.4.2 Examples of key issues that need to be accounted for are:
- a) The citation number for each judgment or digest always contains the acronym of the court that rendered the decision, in the language in which the decision was rendered (for example, Federal Court = FC; Cour fédérale = CF). This distinction is important because FCR posts decisions and translated decisions which need to be linked but may not have the same name (ex: original = 2015 CF 164, translation = 2015 FC 164)
 - b) When posting a judgment or digest as an HTML page, a header must always precede the decision. This header must contain a summary of the important information (the case name, the date of the decision (YYYY-MM-DD), the neutral citation number, the FCR citation and the file number).
 - c) When posting a judgment or digest it must be linked to all appropriate Key Words (Subjects).

¹ FCR is willing to explore other methods of ensuring the same result if this does not require a significant increase in workload for FCR staff.

3.5 Providing a solid self-publication/administration tool in both English and French to delegated FCR staff

The contractor will create and maintain a self-publication/administration tool through which FCR delegated personnel will upload files for conversion to HTML and posting on the FCR website. FCR will not be limited in the number of documents it can upload nor the number of transactions it does in this environment. The self-publication/administration tool shall offer both USER and ADMIN profiles.

3.5.1 The USER profile must include the following features at a minimum, but not be limited to:

- a) Capability of selecting an interface in either EN or FR, and of toggling between the two
- b) Capability of adding a file in EN or FR or both, simultaneously or at different times
- c) Capability of linking a file with its translation so that one can toggle between both versions on the website
- d) Capability of posting a file without a PDF version
- e) Capability of posting a file in PDF only
- f) Capability of uploading a file in a format other than MS Word or PDF (such as HTML)
- g) Capability of removing a file completely or replacing it with another version. This requires that the USER be able to select the language of the document that needs to be replaced without affecting/deleting the other document in the other language.
- h) Capability of determining whether a file should be included or not in the weekly email to the subscription list.
- i) Capability of posting a file immediately and of refreshing the platform and website within minutes so the file can be immediately available to the public.
- j) Capability of filing files under additional Key words.
- k) As the two platforms (the production platform and its mirror development platform) will each be available in both English and French, it will be possible to toggle easily between the two languages when one is in one or the other.
- l) The self-publication/administration tool will have a user-friendly and intuitive interface that will contain all the following features, but not limited to:
 - i. ADD – to add a new file and its translation
 - ii. DELETE – to delete a file that should not have been posted
 - iii. CHOOSE FILE – to replace an already-posted file with a newer version of the file;
 - iv. SEND TO PUBLIC MAILING LIST – this checkbox gives FCR the option of choosing whether a file needs to be part of the weekly mailing list
 - v. PREVIEW—enables FCR employee to “see” what an uploaded MS Word document would look like after the HTML conversion. If the file being previewed does not react well in HTML format, the preview mode must let FCR employees submit other text for preview without having to log out and log back in.
 - vi. SAVE – in order to accept the information and upload the file.

3.5.2 The ADMIN profile must include the following features at minimum, but not be limited to:

- a) Same rights as USER, plus
- b) Capability of creating, editing, resetting system password and deleting USER accounts
- c) Capability of accessing the history of transactions regarding the content for a specific file
- d) Capability of extracting reports of Web site content including but not limited to:
 - i. date of publication for each file
 - ii. whether an update has been made to a file and the date thereof.
 - iii. whether or not a PDF version is attached to the file (ex: Decision Identifier: publish by USER1, Date/Time X, PDF=N; updated by USER2, Date/Time X, PDF=Y)

3.5.3 Ensure that if a file has multiple subjects and there are manual connections made to subjects during the interim publication that they do not have to be redone for the final publication.

3.5.4 Provide the capability of adding new keywords

3.5.5 Provide the capability for existing keywords to be modified without breaking any existing connections

3.5.6 All but the final publication must be accompanied by an Editor's note. The first publication must be superseded by any subsequent publications.

3.5.7 A Reference Manual will be supplied for the USER and ADMIN profiles

- a. The manual must be provided in both official languages and will cover all aspects of how to use the self-publication/administration tool.
- b. If the tool changes during the duration of the contract, the manuals, in both official languages, will be updated and the FCR delegate employee will receive new versions electronically in a timely manner.

3.5.8 Help Desk support will be available during normal office hours and questions will be answered within 24 Hours

3.5.9 A STATISTICAL TOOL will be made available through the ADMIN profile and must include the following features but not be limited to:

- Capability of generating, on an ad hoc basis, reports, such as:
- Number of visits by the public.
- What pages were visited.
- What searches were performed.

*Visits originating from FJA and from the supplier must be excluded from the statistics.

3.6 Making available a sophisticated search tool (in English and in French) on the FCR website

3.6.1 The “FCR site” will offer basic and advanced search capabilities.

3.6.2 Results are generated and posted within a second or less and the requested search item is highlighted in the posted documents.

3.6.3 Below each search result, a short excerpt (about 5 lines) showing relevant occurrences of the search terms in various locations in the decision will be provided

3.6.4 The existing [Search Help](#) page with interactive table of contents will be updated as required by the service provider at time of site launch. Further updates will be completed by FCR given that as stated in 3.3.5. FCR will be able to change the content of this page as required at no additional cost.

3.6.5 The search tool will offer (among others) the following search options:

- A “full-text” search option
- The possibility of using Boolean, wild card and proximity operators (such as AND, OR, EXACT(), /P, /S, /N)

This tool must be intuitive to the first-time user. At minimum, the tool will offer the possibility of -searching the following fields, but not limited to:

- Case name
- Neutral citation number
- Docket number
- Subject
- Judgment date
- Possibility of searching between two given dates, or before a certain date, or after a certain date

3.6.6 Offer the option of searching by document type (Judgment/Digest/Appeal Noted) with the default of judgment and digest. Make sure that there is an error page in case user does not select any of these search options.

3.6.7 The search engine must be robust enough to handle situations such as:

- a) finding only either word in a hyphenated set – ex. Baldizon-Ortegaray v. Canada – must be found using Baldizon or Ortegaray or Baltizon-Ortegaray
- b) finding items that appear in superscript in the text even though they are not entered as such in the search field (3e suppl. will find 3^e suppl.)
- c) recognizing that an apostrophe is part of a word. When searching for “ministre de l’immigration” in the “this exact phrase” field, it must return “ministre de l’immigration” as one hit and not “ministre de” and “Immigration” counting as 2 hits (ignoring the “l”)

3.6.8 Users will have the option of listing results by date or by relevance and sorted by judgment, digest or appeals noted.

3.6.9 The search engine fields must autocomplete as you type.

3.6.10 Results pages must include the possibility to make a “new query” or to “change query”.

3.6.11 Once a decision is selected from the search results list, that page must include a toggle to return to search results.

3.6.12 If the option to view results for both judgments and digests is selected, the search results must be sorted by Digest and Judgments.

3.6.13 All search results and “browse by” pages will show on one page that will load more items as a user scrolls down the page (lazy loading).

3.7 Create a mailing list available by subscription, and an RSS feed.

- 3.7.1 The contractor must set up a mailing list service and an RSS feed on the FCR website where anyone can subscribe.
- 3.7.2 The RSS Feed must contain a list of each item that has been published that day and must be updated as soon as an item is published (the exact information to capture will be discussed).
- 3.7.3 The mailing list will be sent out in a bilingual format once per week (it will be triggered by a schedule and list all documents (decisions, appeals noted etc.) published since the last message regardless of when the item was posted to the Web site.
- 3.7.4 The mailing list will be automatically generated once per week using the following rules:
- the wording for the email will be provided by FCR
 - the email will contain a list of all new files posted since the last email
 - the email will be sent out overnight on Thursday and be in subscribers mailboxes on Friday morning.
 - the email will contain headings depending on what types of documents have been published (specific format and wording will be provided by FCR):
 - Decisions** (if a Reported Decision is published)
Indexed as with link to the decision
 - Digest** (if a Digest is published)
Indexed as with link to the digest
 - Appeals Noted**
Volume and Part Number with link to the appeals noted
 - Full Volumes**
Name of Part with link to the Full Volumes page for that year
- 3.7.5 The weekly email will take into account the “override” done by FCR personnel (see section 3.5.1-g above) should an item published need to be excluded from the weekly email.
- 3.7.6 The weekly email will respect the FCR “look and feel”.
- 3.7.7 FCR will be the owner of the mailing list. The contractor cannot use or distribute these lists for any other purpose.

4. Timelines

The Web site must be operational within 60 days of contract award. Subsequent to contract award, the contractor and FJA will discuss and agree upon what functionalities must be included in the initial launch of the site. Following the initial launch, the contractor will have 30 days to ensure that the balance of the tasks and deliverables are completed.

5. Customer Service and Help Desk

- 5.1 The “FCR site” must be available 24/7. The contractor is solely responsible for putting in place a solid failsafe plan to ensure the website remains available to the public 99.5% of the time with access to the servers via HTTP and SSL protocols.
- 5.2 FCR must be advised via email of any scheduled maintenance 72 hours in advance. During maintenance, the contractor must ensure that a message is posted advising visitors to the site that content is temporarily unavailable for maintenance. This message will also include the estimated shutdown period. This message must be in both official languages and must be approved by FCR.
- 5.3 If unforeseen circumstances occur where the service is unavailable, the contractor must advise FCR immediately regarding the nature of the problem and the estimated time to fix the issue. During that time, the contractor must ensure that a message is posted advising visitors to the site that content is temporarily unavailable along with the estimated shutdown period. This message will be in both official languages and must be approved by FCR.
- 5.4 Unlimited Help desk and tech support during regular business hours (Eastern Time), by phone or e-mail, at no extra cost beyond the cost of the contract will be offered to FCR.
- 5.5 Help desk and tech support must be available in both official languages at all times.
- 5.6 The contractor guarantees that all application/software bugs, problems and issues reported by FCR will be dealt with in a timely manner, at no extra cost.
- 5.7 A guarantee that calls and e-mails from FCR representatives will be answered within 24 hours with:
- a) A solution to the problem
 - b) The problem fixed or
 - c) A recommendation on what the solution is and how long it will take to solve the problem

5.8 The contractor is required to provide WCAG 2.0 of the platform used, at all times, during the duration of the contract.

6. Other Terms and Conditions of the SOW

6.1 Project Coordinator, Contract Authority and Project Authority

- The Project Coordinator is responsible for handling invoices and administrative issues including, but not limited to ensuring that services are provided
- The Project Authority is responsible for providing feedback to the contractor on service provided and/or received from a user/administrator perspective, convey to the contractor issues with the platform identified by users/administrators, inquires on "how to" if discrepancy between training manual and training received from contractor, etc.
- Any questions from the contractor for the Project Coordinator or the Project Authority must be submitted orally and/or in writing. Answers from the Project Coordinator or the Project Authority will be provided orally and/or in writing. Once the issue is clarified, the contractor will provide to the Project Coordinator and/or the Project Authority a summary of the questions and answers received for FCR written approval.

6.2 Contractor's Obligations

Unless otherwise specified, the contractor shall use its own equipment and software for the execution of this Statement of Work.

6.3 Special Requirements

The contractor is responsible for providing all licences required for all FCR users/administrators. All data collected during the contract remains the property of Canada at perpetuity, and FCR can request the content free of charge at any time.

6.4 Travel and Living Expenses

No travel required.

7 Relevant Documents and links

7.1 Website as hosted by FJA

Office of the Commissioner for Federal Judicial Affairs Canada: <http://www.fja-cmf.gc.ca/home-accueil/index-eng.html#>

7.2 Current *Federal Courts Reports* website, which shows how the visitor can move seamlessly from the FJA Website to the decision website.

Federal Court Reports: <http://reports.fja-cmf.gc.ca/eng/index.htm#search>

7.3 Other important websites

Government of Canada Web Standards, established by the Treasury Board, include the following standards:

- Web Accessibility standards – <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>
- Web Usability standards – <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227>
- Web Interoperability standards – <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25875>
- Optimizing Websites and Applications for Mobile Devices – <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27088§ion=text>
- Web Standards for the Government of Canada – <http://www.tbs-sct.gc.ca/ws-nw/index-eng.asp>

ANNEX B – Proposed BASIS OF PAYMENT

The Contractor will be paid on a monthly basis in accordance with the following Basis of Payment for Work performed pursuant to this Contract. For the provision of services as described in Annex A - Statement of Work, the Contractor shall be paid the all-inclusive firm price Rate as stated below, taxes extra.

INITIAL CONTRACT PERIOD:

Date of Contract Award to March 31, 2021	\$ <TBD>
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OPTION PERIODS:

Option Period 1	
April 1, 2021 to March 31, 2022	\$ <TBD>
Option Period 2	
April 1, 2022 to March 31, 2023	\$ <TBD>

ANNEX C – INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Office of the Commissioner for Federal Judicial Affairs Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Attachment 4.1: Bid Evaluation Criteria

MANDATORY CRITERIA

Mandatory Requirements will be evaluated on a pass or fail basis. Failure on the part of the bidder to meet any one (1) of the following Mandatory Requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the bidder to demonstrate that the proposal meets **ALL** of the Mandatory Requirements as indicated below.

Attention bidders: Write beside each of the Mandatory Criteria set out below the relevant page number(s) from your proposal that address the requirement identified in the criteria.

Item #	MANDATORY CRITERIA	Page # in Proposal	Compliant	Non-compliant	Evaluator's Comments
M1	The bidder must have at least seven (7) years of verifiable expertise in processing, hosting and publishing decisions from various Canadian courts or tribunals on the Internet in both English and French.				
M2	The bidder must provide a link to a Web site utilizing one of its solutions. The functionalities of that site must be similar to those identified in the present process and demonstrate that the bidder's solution can generate and post search results, including a short excerpt showing relevant occurrences of the search terms, within a second or less.				
M3	Any software proposed must be "off-the-shelf", meaning that each component of the software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or in an experimental environment). If any of the proposed software is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the RFP closing date.				
M4	The bidder must demonstrate that it has at least three (3) years of cumulative experience developing sites that comply with the Government of Canada Web Standards, which are in line with WCAG and are established by the Treasury Board that include the following standards: Web Accessibility , Web Usability , Web Interoperability and Optimizing Websites and Applications for Mobile Devices . The Web Standards for the Government of Canada are revised periodically by the Treasury Board.				

Item #	MANDATORY CRITERIA	Page # in Proposal	Compliant	Non-compliant	Evaluator's Comments
M5	The bidder must demonstrate experience providing a statistical tool that includes the capability of generating, on an ad hoc basis, reports, such as: - Number of visits by the public; - Pages visited; - Searches performed.				
M6	The bidder must demonstrate that it has experience in setting up a mailing list service and an RSS feed.				

POINT-RATED CRITERIA

The value of the technical proposal evaluation is 70% in the overall score for the submission.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal that address the requirement identified in the criteria.

POINT RATED CRITERIA	Page # in Proposal	Maximum Points Possible	Minimum Points Required	Points Earned	Evaluator's Comments
<p>PR1 – Company / Firm Experience Publishing Legal Decisions</p> <p>The Bidder must demonstrate experience within the past ten (10) years in hosting and publishing legal decisions on a Web site that provides a sophisticated search tool.</p> <p>Ten (10) points per project up to a maximum of 60 points as per the following criteria:</p> <p>Project within last five (5) years = 10 points Project within last seven (7) years = 7 points Project within last ten (10) years = 5 points</p>		60	10		
<p>PR2 – Experience developing sites that comply with the Government of Canada Web Standards</p> <p>Five (5) points will be awarded for each year of cumulative experience developing and maintaining Web sites that comply with Government of Canada Web standards.</p>		30	15		
Total Possible Score		90	25		

Attachment 4.2: Financial Proposal

All the information required in this section must appear in your financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration.

Your cost proposal **MUST** be based on an **all-inclusive firm price per period** in Canadian dollars (\$CDN) for professional services and all other administrative costs (e.g. licences, Web hosting, long distance communications, reproduction, shipping, equipment rentals, materials, etc.) excluding any applicable taxes.

INITIAL CONTRACT PERIOD	AMOUNT
Contract Award to March 31, 2019	\$ _____
April 1, 2019 to March 31, 2020	\$ _____
April 1, 2020 to March 31, 2021	\$ _____
Total Price – Initial Contract Period:	\$ _____

OPTIONS PERIODS	AMOUNT
Option #1: April 1, 2021 to March 31, 2022	\$ _____
Option #2: April 1, 2022 to March 31, 2023	\$ _____
Total Price – Option Periods:	\$ _____

TOTAL BID PRICE	AMOUNT
Total Price – Initial Contract Period + Option Periods:	\$ _____