



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Quebec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Systems Software Procurement Division / Division des  
achats des logiciels d'exploitation

Terrasses de la Chaudière

4th Floor, 10 Wellington Street

4th etage, 10, rue Wellington

Gatineau

Quebec

K1A 0S5

<b>Title - Sujet</b> Push Messaging Solution	
<b>Solicitation No. - N° de l'invitation</b> EN578-180003/A	<b>Date</b> 2019-01-17
<b>Client Reference No. - N° de référence du client</b> EN578	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$\$-007-34535	
<b>File No. - N° de dossier</b> 007ee.EN578-180003	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-02-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Morin, Paul	<b>Buyer Id - Id de l'acheteur</b> 007ee
<b>Telephone No. - N° de téléphone</b> (873) 354-3894 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation  
**EN578-180003**  
Client Ref. No. - N° de réf. du client  
**K7D40-190612**

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**K7D40-190612**

Buyer ID - Id de l'acheteur  
**007ee**  
CCC No./N° CCC - FMS No./N° VME

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**This page is replaced by the ABE cover sheet issued by PWGSC.**

Solicitation No. - N° de l'invitation  
**EN578-180003**  
Client Ref. No. - N° de réf. du client  
**K7D40-190612**

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**K7D40-190612**

Buyer ID - Id de l'acheteur  
**007ee**  
CCC No./N° CCC - FMS No./N° VME

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**BID SOLICITATION**

**PUSH TECHNOLOGY MESSAGING SOLUTION**

**FOR**

**ENVIRONMENT AND CLIMATE CHANGE CANADA**

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**List of Annexes to the Resulting Contract:**

Annex A – Statement of Requirements (SOR)  
Annex B – Basis of Payment

**List of Attachments to Part 3 (Bid Preparation Instructions):**

Attachment 3.1: Bid Submission Form  
Attachment 3.2: Substantiation of Technical Compliance Form  
Attachment 3.3: Financial Proposal Requirements  
Annex F – Electronic Payment Instruments

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

Attachment 4.1: Mandatory Technical Evaluation Criteria  
Attachment 4.2: Point Rated Technical Evaluation Criteria  
Attachment 4.3: Proof of Proposal Evaluation Criteria

**List of Attachments to Part 5 (Certifications):**

Attachment 5.1: Federal Contractors Program for Employment Equity - Certification  
Attachment 5.2: Certificate of Compliance Form

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## **PART 1 - GENERAL INFORMATION**

### **1.1. Introduction**

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

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

Refer to the Table of Contents for the list of annexes and attachments and forms.

### **1.2. Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.

### **1.3. Summary**

This bid solicitation is being issued to satisfy the requirement of Environment and Climate Change Canada (the "Client") for Push Technology Messaging Solution to support Environment and Climate Change Canada's Mobile Weather App (WeatherCAN/MétéoCAN). It is intended to result in the award of a contract for 1 year, plus five (5) one-year irrevocable options allowing Canada to extend the term of the contract.

- 1.3.1. Environment and Climate Change Canada (ECCC)** is the initial Client that will use the **Push Technology Messaging Solution** (PTM Solution). However, this bid solicitation will also allow Canada to make the Solution available to any department, Crown corporation or agency as described in the Financial Administration Act (as amended from time to time); any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "**Client**"). Although Canada may make the Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with same or similar needs. When the Solution is made available to Clients other than the initial Client, any required professional services or training will be purchased under a separate contract.

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- 1.3.2.** 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), the Canadian Free Trade Agreement (CFTA), and Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).
- 1.3.3.** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.3.4.** This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

#### **1.4. Debriefings**

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

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## **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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

If there is a conflict between the provisions of 2003 and this document, this document prevails.

Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

- (i) Delete: 60 days
- (ii) Insert: 180 days

### **2.2. Submission of Bids**

- 2.2.1. Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation
- 2.2.2. Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.
- 2.2.3. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: [tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca).

### **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 FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.



### 2.3.1. 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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-8.

### 2.3.2. Former Public Servant in Receipt of a Pension

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

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

- (i) name of former public servant;
- (ii) 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.

### **2.3.3. 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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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.

**The Contracting Authority for this Solicitation is:**

Mr. Paul Morin  
Public Works and Government Services Canada  
Science and Software Systems Procurement Directorate  
Telephone: 873-354-3894  
E-mail: [paul.morin@tpsgc-pwgsc.gc.ca](mailto:paul.morin@tpsgc-pwgsc.gc.ca)

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 (Canada).

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

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## **2.6. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Requirements contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

## **2.7. Basis for Canada's Ownership of Intellectual Property**

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1. Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. Bidders are encouraged to submit their responses using the epost Connect service ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)) provided by Canada Post Corporation or submit their responses directly to the bid receiving unit identified on the front page of this solicitation. It is the Bidder's responsibility to submit its bid in accordance with the bid submission requirements included herein.

#### **Bid Structure**

Canada requests that the Bidders provide their bid as per the following proposal structure:

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

#### **Bid Preparation Instructions**

**Bid Copies:** If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies and 2 soft copies on CD, DVD or USB key in a format accessible by Canada)

Section II: Financial Bid (2 hard copies and 2 soft copies on CD, DVD or USB key in a format accessible by Canada)

Section III: Certifications (2 hard copies and 2 soft copies on CD, DVD or USB key in a format accessible by Canada)

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;
- (c) include a title page at the front of each volume of the bid that includes the title, date, bid, solicitation number, bidder's name and address and contact information of its representative;

- (d) Include a table of contents.

### **Canada's Policy on Green Procurement**

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](#). To assist Canada in reaching its objectives, bidders should:

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

### **No Conditional Proposals**

The Bidder must submit a bid for which it seeks to be considered as a Bidder. The Bidder's bid must not be made conditionally. Any condition imposed by the Bidder will render the bid non-responsive and the bid will be given no further consideration.

### **Submission of Only One Bid:**

- (i) The submission of more than one bid from a Bidder is not permitted in response to this bid solicitation. If a Bidder submits more than one bid, Canada will ask the Bidder to clarify which of the bids received from that Bidder is to be evaluated by Canada. Canada will only evaluate one bid per Bidder. However, Bidders may submit a bid as a sole Bidder and/or as a Joint Venture, or more than one Joint Venture, as long as the parties comprising each Joint Venture are not the same.
- (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 bid 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.
  - (E) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

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**Joint Venture Experience:**

- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- (ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing help desk service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing help desk services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

**Bidders Additional Instructions:**

- (a) Cover Page:

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The front cover page of each volume (or Section) of the bid should identify the title of the bid, the solicitation number, the volume number and the full legal name of the Bidder.

(b) Table of Contents:

The page following the cover page of each volume of the bid should be the Table of Contents. The table of contents should contain a listing of all sections and subsections with associated page numbers. It should also list the associated tables, figures, and appendices.

(c) Headers and Footers:

Each subsequent page of each volume of the bid should include a header and/or footer that includes the following information:

- i. the bid title;
- ii. the Bidder's name;
- iii. the date of the bid; and
- iv. the page number.

### 3.2 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.

(a) The technical bid consists of the following:

- (i) **Bid Submission Form (Attached as Attachment 3.1):** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) **Substantiation of Technical Compliance Form (Attached as Attachment 3.2):** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A - Statement of Work identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

### 3.3 Section II: Financial Bid

- (a) Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B, using Attachment 3.3: Financial Proposal Requirements.
- (b) Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (c) The bid price must not include the total amount of Applicable Taxes. The total amount of Applicable Taxes should be shown separately, if applicable. and
- (d) The bid price must be submitted in Canadian Currency.
- (e) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (f) **Blank Prices:** For the items listed in Attachment 3.3 - Financial Proposal Requirements, bidders are requested to enter "\$0.00" for any item they do not intend to invoice or have already added to other prices in the tables.

### 3.4 Electronic Payment of Invoices – Bid *(to be confirmed at contract award)*

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



Solicitation No. - N° de l'invitation  
**EN578-180003**  
Client Ref. No. - N° de réf. du client  
**K7D40-190612**

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**K7D40-190612**

Buyer ID - Id de l'acheteur  
**007ee**  
CCC No./N° CCC - FMS No./N° VME

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### **3.5 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.6 Section III: Certifications**

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

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. Evaluation Procedures**

Canada will use the Phased Bid Compliance Process (PBCP) described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2018-07-29) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Technical Evaluation Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Technical Evaluation Criteria are all mandatory technical evaluation criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical evaluation criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Technical Evaluation Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Technical Evaluation Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Technical Evaluation Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Technical Evaluation Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Technical Evaluation Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Technical Evaluation Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Technical Evaluation Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Technical Evaluation Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Technical Evaluation Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Technical Evaluation Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory technical evaluation criteria of the solicitation.

#### **4.1.2 (2017-07-31) Technical Evaluation**

##### **4.1.2.1 (2017-07-31) Mandatory Technical Evaluation Criteria**

The Mandatory Technical Evaluation Criteria are included in Attachment 4.1. Bidders must meet all of the mandatory technical criteria in order to be considered responsive. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

#### **4.2. Evaluation Procedures**

##### **Purpose**

The purpose of this Evaluation Plan is to provide Bidders with the overall Evaluation methodology and procedures that will be followed by evaluators for the evaluation of the Bidder's Proposal for provision of the Push Technology Messaging Solution.

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (d) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- (e) Applicable Reference Evaluation RFP Documents

The following documents, including their appendices, form the basis of technical and financial evaluation:

- i) Attachment 3.1 – Bid Submission Form
- ii) Attachment 3.2 – Substantiation of Technical Compliance Form
- iii) Attachment 3.3 – Financial Proposal Requirements
- iv) Attachment 4.1 – Mandatory Technical Evaluation Criteria
- v) Attachment 4.2 – Point Rated Technical Evaluation Criteria

#### **4.3. Technical Evaluation**

**(a) Mandatory Evaluation Technical Criteria:**

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory evaluation technical criteria. Bids that do not comply with each and every mandatory evaluation technical criteria will be declared non-responsive and be disqualified.
- (ii) The mandatory evaluation technical criteria are described in Attachment 4.1 Mandatory Technical Evaluation Criteria.

**(b) Point-Rated Technical Evaluation Criteria:**

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. It is the responsibility of the Bidder to provide information and data in sufficient detail to demonstrate compliance with any of the technical rated requirements. Therefore, the bidder must demonstrate compliance in the bid submission requirements section in order to obtain points in any of the Point Rated Technical Evaluation Criteria. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical evaluation criteria are described in Attachment 4.2 Point-Rated Technical Evaluation Criteria.
- (ii) The Point-Rated Technical Score will be calculated by adding the points for the Point-Rated Technical Evaluation. Bidders must obtain the required minimum of 70% or a minimum of 364 points out of 520 of the points available for the point-rated technical evaluation specified in Attachment 4.2 – Point Rated Technical Evaluation Criteria. Any Bidder not meeting the required minimum points will be deemed non-compliant. In addition to any other obligations contained in the resulting contract, the winning Bidder will be contractually obliged to provide all goods and/or services described in the representations in its bid where it has been awarded technical points for such bid, in accordance with and at the prices contained in Attachment 3.3 – Financial Proposal Requirements. Canada will incorporate these representations into contractual obligations in the resulting contract Statement of Work. After contract award, the Bidder selected by Canada must deliver the requested goods and/or services in accordance with the Resulting Contract, which includes the Contractors representations.

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**(c) Proof of Proposal Test for Top-Ranked Bid (Following the Financial Evaluation):**

- (i) Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm that it will function as described in the bid and that it meets the technical functionality requirements described in Attachment 4.3 Proof of Proposal Evaluation Criteria. The PoP test will take place at a site in Toronto provided by Canada that recreates the technical environment described in Section 10 Requirements of the Solution of Annex A – Statement of Requirements, Canada will pay its own travel and salary costs associated with any PoP test.
- (ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 2 working days to provide ECCC access to the proposed PTM Solution. Canada will implement the proposed PTM Solution then conduct the PoP test. This PoP will be conducted remotely. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone, email, teleconference or webex for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 15 working days.
- (iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement identified under Attachment 4.3, Proof of Proposal, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.
- (iv) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
- (v) If, during the initial implementation of the software for the PoP test, ECCC discovers that there are missing and/or corrupt files for software components identified in the technical bid, the PoP test will cease. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial implementation of the software for the PoP test.



#### 4.4. Financial Evaluation

- (i) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders at Attachment 3.3: Financial Proposal Requirements.
- (ii) The prices of the responsive bids will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

##### Formulas in Pricing Tables

If the pricing tables provided to bidders include any formulas, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulas may no longer be functioning properly in the version submitted by a Bidder.

#### 4.5. Basis of Selection

- (a) To be declared responsive, a bid must:
  - (i) comply with all the requirements of the bid solicitation; and
  - (ii) meet all Mandatory Technical Evaluation Criteria;
  - (iii) obtain the required minimum of 364 points for the Rated Evaluation Criteria which is subject to a point rating. This rating is performed on a scale of 520 points; and
  - (iv) Meet all the Proof of Proposal mandatory evaluation criteria.
- (b) Bids not meeting (i) or (ii) or (iii) or (iv) will be declared non-responsive.
- (c) The ratio will be 70% for the total evaluated rated requirement points (Point rated requirements bid rating) and 30% for the bid evaluated price.
- (d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated bid price and the ratio of 30%. The Financial Evaluation will consider the 5 tables included in Attachment 3.3: Financial Proposal Requirements. The following weight will be distributed between the tables:

<b><u>Table</u></b>	<b><u>Weight</u></b>
Table 1	60%
Table 2	1%
Table 3	23%
Table 4	15%
Table 5	1%

- (f) All point scores for technical and financial will be rounded to the fourth decimal place.

- (g) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (h) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.
- (i) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.
- (j) The responsive bid with the highest combined rating that has successfully passed the Proof of Proposal testing 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 winning bidder is determined by a 70/30 ratio of technical merit and price, respectively. The total available technical points equals 375 and the lowest evaluated price is \$45,000.00.

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	475	375	425
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Technical Score	$475 / 520 \times 70 = 63.9423$	$375 / 520 \times 70 = 50.4808$	$425 / 520 \times 70 = 57.2115$
Pricing Score	$\$45,000 / \$55,000 \times 30 = 24.5455$	$\$45,000 / \$50,000 \times 30 = 27.0000$	$\$45,000 / \$45,000 \times 30 = 30.0000$
Combined Rating (Technical Merit Score and Pricing Score)	$63.9423 + 24.5455 = 88.4878$	$50.4808 + 27 = 77.4808$	$57.2115 + 30 = 87.2115$
Highest Combined Overall Score	1st	3 <sup>rd</sup>	2nd

Solicitation No. - N° de l'invitation  
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File No. - N° du dossier  
**K7D40-190612**

Buyer ID - Id de l'acheteur  
**007ee**  
CCC No./N° CCC - FMS No./N° VME

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- (k) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
  - (l) If more than one bidder is ranked first because of identical combined rating score, then the bidder with the best bid evaluated price score will become the highest combined rating bidder and will be recommended for award of a contract.

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## **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.

#### **5.1.2 Integrity Provisions – List of Names**

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

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

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

### **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.

#### **(a) 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.

#### **(b) 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

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**Employment and Social Development Canada (ESDC) - Labour's** 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "**FCP Limited Eligibility to Bid**" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Financial Capability**

- (a) *SACC Manual* clause [A9033T](#) (2012-07-16) Financial Capability
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

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## 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 Requirements

- (a) **To be filled in at Contract Award** (The “**Contractor**”) agrees to supply to the Client the goods and/or services described in the Contract, including the Annex A Statement of Requirements, in accordance with, and at the prices set out in, the Contract. The scope includes:
- (i) granting the rights to use the available PTM Solution, in English and in French, in accordance with the Contract, including the Statement of Requirements;
  - (ii) providing PTM Solution Support during the Contract Period, as per levels specified in this document;
  - (iii) providing the PTM Solution Documentation in English (and French, if available); and
  - (iv) providing all the contract deliverables in accordance with the Contract.

**7.1.2 Client: Environment and Climate Change Canada (ECCC)** is the initial Client that will use the **Push Technology Messaging Solution (PTM Solution)**. However, this bid solicitation will also allow Canada to make the PTM Solution available to any department, Crown corporation or agency as described in the Financial Administration Act (as amended from time to time); any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a “**Client**”). Although Canada may make the PTM Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with same or similar needs. When the PTM Solution is made available to Clients other than the initial Client, any required professional services or training will be purchased under a separate contract.

**7.1.3 Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

### 7.2 Rights to access to Push Technology Messaging Solution

The PTM Solution includes the rights and access to use the PTM Solution and any other software or software code required for the PTM Solution offered by the Contractor in its bid to function in accordance to the PTM Solution and the Statement of Requirement during the period of the Contract. The PTM Solution also includes all goods and/or services necessary for use of the PTM Solution as per Annex A – SOR. The Contractor grants these rights to the PTM Solution to up to 100 Client users.

This includes anything required to use all features and functionality including but not limited to the following:

- 
- (a) rights to access and use the PTM Solution and any other software or software code required for the PTM Solution offered by the Contractor in its bid to function in accordance with the PTM Solution Statement of Requirements during the period of the Contract. The PTM Solution also includes all goods and/or services necessary for use of the PTM Solution as per Annex A – SOR.
  - (b) The Contractor agrees that the PTM Solution includes anything required to enable the Client to use all the features and functionality of the PTM Solution meeting the Statement of Requirements and providing the functionality as proposed by the Contractor in its bid response, including but not limited to providing any and all access licenses, drivers, application programming interfaces, adapters, connectors, plug-ins and development frameworks.
  - (c) The Contractor entitles Canada to access, test and use the PTM Solution, in whole or in part, for its purposes, at Canada's sole discretion, by any Canadian government department, Crown corporation or agency as described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
  - (d) The PTM Solution is unaffected by changes in the environment described in the SOR, such as changes to the operating system, types of devices, or other software products used by the Client.
  - (e) Additional Rights: includes the right for Canada to access and use the PTM Solution, which includes the rights:
    - i) to make use of this regardless of the operating systems, software applications and Application Programming Interface(s) (API) that may be used from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to software other than that comprising the PTM Solution ;

all without requiring the purchase of any further licenses or rights.

### **7.3 Ownership**

- (a) Canada acknowledges that ownership of the PTM Solution belongs to the Contractor or its licensor and is not transferred to Canada. As a result, any reference in the Contract to any part of PTM Solution as a deliverable must be interpreted as a reference to the license to access and use the PTM Solution, not to own the PTM Solution.



- (b) Canada acknowledges that, in performing any warranty and support related to the PTM Solution (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Canada. The Contractor agrees that all data, know-how or other intellectual property created or owned by Canada will remain the property of Canada, regardless of whether that data is created, processed, or stored using the PTM Solution.

#### **7.4 Disabling Codes**

- (a) If the PTM Solution contains any features, functions or characteristics ("Disabling Codes") that might cause the PTM Solution to be unusable by Canada without passwords, authorization codes or similar information, the Contractor must provide to Canada, in advance and on an ongoing basis, provided Canada is not in default of its obligations regarding the use of the PTM Solution, all the information required by Canada to continue to access and use the PTM Solution.
- (b) If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor must correct or remove the Disabling Code from the PTM Solution or take whatever other steps are necessary to ensure that Canada is able to continue using the PTM Solution.
- (c) The Contractor agrees to diligently investigate the existence or characteristics of any Disabling Code in order to become aware of them as soon as practicable.

#### **7.5 Right to grant Access**

- (a) The Contractor guarantees that it has the right to grant access to the PTM Solution and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions.
- (b) The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the PTM Solution if any, do not form part of the Contract and, therefore, and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or GC user be required to enter into any additional access agreement with respect to the PTM Solution or any portion of it. The Contractor acknowledges that any additional access agreement relating to the PTM Solution signed by anyone other than the Contracting Authority is void and of no effect.

- (c) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor's Internet site or conditions that may accompany the PTM Solution in any manner, regardless of any notification to the contrary.

## **7.6 Changes in Functionality**

- (a) During the term of the Contract, the Contractor must continue to deliver the PTM Solution as described in the Contract and Contractor's bid. Where the Contractor has reduced or eliminated functionality in the PTM Solution, Canada, at Canada's sole discretion, will:
  - i) have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Agreement and be entitled to a refund of any advanced payment;
- (b) If the Contractor removes any functions from the PTM Solution and offers those functions in any new or other goods and/or services, the Contractor agrees to provide to Canada, the part of those new or other goods and/or services which contain the relevant functions, or the whole programs to the extent that the relevant functions cannot run separately, pursuant to the same terms and conditions of this Contract.
- (c) Where Contractor increases functionality in the commercially available PTM Solution, such functionality must be provided to Canada without any increase in the PTM Solution cost.

## **7.7 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.

### **7.7.1 General Conditions**

[2030](#) (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### **7.7.2 Supplemental General Conditions**

- (i) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;

Apply to and form part of the Contract.

## **7.8 Security Requirements**

There is no security requirement applicable to the Contract.

## **7.9 Technical Support Services**

The following is in accordance with Annex A – Statement of Requirements:

- (a) **Representations and Warranties:** The Contractor made statements regarding its experience, expertise and the capabilities of its proposed solution in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and will remain true throughout the Contract and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar goods and/or services for other customers.

(b) **On-Going Support Services**

The Contractor must support effective management of the PTM Solution for the day-to-day operational activities, for development, and other related activities, including:

- (i) Providing documented tools and processes to provide the necessary support for the PTM Solution;
- (ii) Providing support as per the levels specified below:

Type	Operational support	Technical support for other services and activities
Email	Must be available 24 hours a day, 365 days a year The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement) within 60 minutes of the initial time of the Client's initial e-mail.	Must be available during Business Hours (EST) The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement) within 1 business day of the initial time of the Client's initial e-mail.
Phone	Must be available 24 hours a day, 365 days a year The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client's initial call.	Must be available during Business Hours (EST) The Contractor must answer or return all calls (with a live service agent) within 1 business day of the initial time of the Client's initial call.
Web	Website must be available 24 hours a day, 365 days a year, 98.5% of the time	

Any identified deficiencies in the PTM Solution (i.e. bugs, functionality which ceases to work as intended, security vulnerabilities, etc.) must be corrected within a mutually agreeable timeframe. In the event that agreement on a timeframe cannot be reached and Canada is forced to remove the PTM Solution from service, the application will be considered unavailable for the purpose of the service standard included under Annex A – Section 10. Requirements of the PTM Solution.

- i) **E-Mail Support:** The Contractor must provide the e-mail Support through the Contractor's e-mail address at **(to be filled at contract award)** \_\_\_\_\_, in English, as per the support levels referenced above.

- ii) **Telephone Support:** The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at **(to be filled at contract award)** \_\_\_\_\_, in English, as per the support levels referenced above. The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client's initial call. The Contractor's personnel must be qualified and able to respond to the Client's questions and, to the extent possible, be able to resolve Client problems over the telephone and provide advice regarding the PTM Solution.
- iii) **Web Support:** The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line support tools. The Contractor's website must provide support in English, as per the support levels referenced above. The Contractor's website address **(to be filled at contract award)** \_\_\_\_\_.

*(Note to bidders: Above information will be completed by the Contracting Authority at Contract Award.)*

- (i) **Minimum Service Levels:**
- 1) The PTM Solution must be available 99.95% of the time.
  - 2) The Contractor must alert and notify the Technical Authority (via phone and email) of any breach with security implications or of any evidence that leads the Contractor to reasonably believe that such a breach is imminent, 24 hours a day, 365 days a year, and within the Contractor's offered Service Level Commitment timeframe.
  - 3) The PTM Solution must deliver all Notifications within 30 seconds from the time the Notification is delivered to the PTM Solution.
- (c) **Qualified Personnel:** The Contractor's personnel must be qualified and able to respond to the Client's questions and, to the extent possible, be able to resolve user problems and provide advice regarding configuration problems relating to the PTM Solution.
- (d) **Language of Support:** The Support must be provided in English, and only in French and English, if available.

#### **7.10 Term of Contract**

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 year later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**(b) Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Annex B Basis of Payment - Price Schedule.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at any time 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.

**7.11 Authorities**

**7.11.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Paul Morin  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Science and Software Systems Procurement Directorate  
Address: 10 Wellington Street, Gatineau (QC) K1A 0S5  
Telephone: 873-354-3894  
Facsimile: 819-956-2675  
E-mail address: paul.morin@tpsgc-pwgsc.gc.ca

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

**7.11.2 Technical Authority**

The Technical Authority for the Contract is: (to be filled in at Contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

In this person's absence, the Technical Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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Amd. No. - N° de la modif.  
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**K7D40-190612**

Buyer ID - Id de l'acheteur  
**007ee**  
CCC No./N° CCC - FMS No./N° VME

The Technical Authority named above 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.

### 7.11.3 Contractor's Representative

The Contractor's Representative and Executive Authority for the contract is: (to be filled in at Contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

In this person's absence, the authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Contractor must identify a representative who will act as the Project Manager (PM) and will hold the highest level of resolution and approval authority on behalf of the Contractor. The PM should be available during core business hours EST at the request of the Contracting and Technical Authority.

The Contractor's representative must inform the PWGSC Contracting Authority of any verbal or written requests or instructions from anybody other than the PWGSC Contracting Authority, that would be considered a change to the Contract or considered in excess of or outside the scope of the Contract.

*(Note to bidders: Above information will be completed by the Contracting Authority at Contract Award.)*

### 7.12 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **7.13 Payment**

### **7.13.1 Basis of Payment**

Payment for all of the Work will be made in Canadian currency.

All Goods, when applicable, must be FOB destination, all customs duties included.

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Article (a), (b), (c), (d) and (e) of the Contract under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

- (a) **For core deliverables of the PTM Solution to be provided during the Initial Contract Period and Optional Contract Periods** (including access to the PTM Solution, Push Notification component of the PTM Solution, technical and operational support and escalation process, up to 12 terabytes of data storage, and warranty), all as detailed in the Contract, Canada will pay the Contractor the Firm All-Inclusive Bi-Annual Lot Price(s) inclusive of Mark Up and Profit in advance, as set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.
- (b) **For non-core deliverables to be provided during the Initial Contract Period only** (including kick-off meeting, Message Content and Management Training, Developer Training, Delivery of all PTM Solution Components, Quick reference guide for operational and technical support), , all as detailed in the Contract, Canada will pay the Contractor the Firm All-Inclusive Bi-Annual Lot Price(s) inclusive of Mark Up and Profit set out in Annex B in advance, FOB destination, including all customs duties, Applicable Taxes extra.
- (c) **Optional Grant to increase the number of devices receiving push notifications:** For the option to acquire the right for additional devices to receive the push notifications exceeding the minimum baseline utilization, for all devices during the initial Contract Period and for all devices during the option periods, all as detailed in the Contract, Canada will pay the Contractor the Firm Bi-Annual All-Inclusive Lot Price set out in Annex B, pro-rated in arrears, following submission of a valid invoice, FOB destination, including all customs duties, Applicable Taxes extra. The firm price includes the core deliverables of the PTM Solution.
- (d) **Optional Grant to increase the number of push notifications issued with the PTM Solution:** For the option to acquire the right to issue additional push notifications issued with the PTM Solution exceeding the minimum baseline utilization, for all notifications during the initial Contract Period and for all notifications during the option periods, all as detailed in the Contract, Canada will pay the Contractor the Firm Bi-Annual All-Inclusive Lot Price set out in Annex B, pro-rated in arrears, following submission of a valid invoice, FOB destination, including all customs duties, Applicable Taxes extra.
- (e) **Optional Grant to increase the data storage capacity of PTM Solution:** For the option to acquire the right to increase the data storage capacity of the PTM Solution exceeding the minimum baseline utilization, during the initial Contract Period and during the option periods, all as detailed in the Contract, Canada will pay the Contractor the Firm Bi-Annual All-Inclusive Lot Price set out in Annex B, pro-rated in arrears, following submission of a valid invoice, FOB destination, including all customs duties, Applicable Taxes extra.

- (f) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

#### **7.13.2 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (b) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority. The Contractor must not perform any work or provide any goods and/or service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
- (c) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (A) when it is 75 percent committed, or
  - (B) 4 months before the Contract expiry date, or
  - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- (d) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

#### **7.13.3 Method of Payment – Multiple Payments**

- (a) H1001C (2008-05-12), Multiple Payments

#### **7.13.4 Method of Payment - Advance Payment for the core deliverables of the PTM Solution during the Initial and Optional Contract Periods**

- (a) Canada will make the bi-annual advance payment to the Contractor for core deliverables of the PTM Solution within 30 days after receiving a complete invoice (and any required substantiating documentation).
- (b) If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.



- (c) The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the goods and/or services only after the goods and/or services have been performed or goods have been provided, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of the goods and/or services for which the payment is made. Also, payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

#### **7.13.5 Method of Payment - Advance Payment for the non-core deliverables of the PTM Solution during the Initial and Optional Contract Periods**

- (a) Canada will make the bi-annual advance payment to the Contractor for non-core deliverables of the PTM Solution within 30 days after receiving a complete invoice (and any required substantiating documentation).
- (b) If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- (c) The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the goods and/or services only after the services have been performed or goods have been provided, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of the goods and/or services for which the payment is made. Also, payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

#### **7.13.6 Method of Payment – Payment in arrears for Optional Additional Device Access**

- (a) **Optional Additional device access:** For additional PTM Solution device access, if Canada exercises its option, Canada will pay the Contractor the Firm Bi-Annual All-Inclusive Lot Price set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

In order to calculate the Firm Bi-Annual All-Inclusive Additional Device Access price, Canada will pay an amount based on the Firm Bi-Annual All-Inclusive Lot Price divided by 180 days and then multiplied by the number of days that Additional Device Access is required.

#### **7.13.7 Method of Payment – Payment in arrears for Optional Additional Notification Access**

- (a) **Optional Additional Notification Access:** For additional PTM Solution Notification access, if Canada exercises its option, Canada will pay the Contractor the Firm Bi-Annual All-Inclusive Lot Price set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

In order to calculate the Firm Bi-Annual All-Inclusive Additional Notification price, Canada will pay an amount based on the Firm Bi-Annual All-Inclusive Lot Price divided by 180 days and then multiplied by the number of days that Additional Notification Access is required.

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#### **7.13.8 Method of Payment – Payment in arrears for Optional Additional Storage Capacity**

- (a) **Optional Additional Data Storage:** For additional PTM Solution Data Storage, if Canada exercises its option, Canada will pay the Contractor the Firm Bi-Annual All-Inclusive Lot Price set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

In order to calculate the Firm Bi-Annual All-Inclusive Additional Data Access price, Canada will pay an amount based on the Firm Bi-Annual All-Inclusive Lot Price divided by 180 days and then multiplied by the number of days that Additional Data Access is required.

#### **7.13.9 Service Level Failure Credits and Earn-Backs**

(a) **Payment Credits**

- (i) **Credits for Failure to Meet Minimum Service Level:** If the Contractor does not meet any of the minimum service levels, identified a Section 10 of the Statement of Requirements in Annex "A" at any given time during the Term of the Contract, the Contractor may be requested to credit Canada a payment credit of 5% of the PTM Solution Firm bi-annual all-inclusive rate for that period, up to a maximum 20% credit for the period.
- (ii) **Corrective Measures:** If Payment Credits are incurred for 3 consecutive periods, the maximum credit amount in the third period will increase from 10% to 15% (i.e. 15% credit would be reached if 3 or more service levels were not met) and will continue to be a maximum of 15% for each period in the next 18 month period. Furthermore, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. Within 5 working days from the end of the period in which the maximum payment credit has increased to 15%, the Contractor must deliver an action plan to the Project Authority and the Contracting Authority and must rectify the underlying problem and meet the required Service Levels within the remainder of the calendar month.
- (iii) **Credits Apply during Entire Term of the Contract:** The payment credits apply throughout the Term of the Contract.
- (iv) **Credits represent Liquidated Damages:** The payment credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No payment credit is intended to be, nor will it be construed as, a penalty.
- (v) **Canada's Right to Obtain Payment:** These payment credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (vi) **Canada's Rights & Remedies not Limited:** Nothing in this section limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

(vii) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures requested by the Contracting Authority.

(a) **Earn-Back**

- (i) Following any service level failure, Canada may allow the Contractor the opportunity to earn- back the payment credits charged in one or more measurement period (measured bi-annually). If all the service levels for the relevant service and any others that Canada determines to be associated with that service are met, or exceeded, during each of the three monthly measurement periods following the service level failure (or period otherwise agreed to by Canada), Canada may, at its sole discretion, return half of the payment credits incurred by the Contractor.
- (ii) If all the service levels for the relevant service and any others that Canada determines to be associated with that service are met, or exceeded, during each of the six monthly measurement periods following the service level failure (or period otherwise agreed to by Canada), Canada may, at its sole discretion, return the remaining half of the payment credits incurred by the Contractor. The Contractor may, where the requisite levels of performance are achieved, make representations to Canada in this regard.

**7.13.10 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

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## **7.14 Invoicing Instructions**

- (a) Invoicing Instructions
  - (i) The Contractor must submit invoices in accordance with the information required in the General Conditions.
  - (ii) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
  - (iii) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
  - (iv) The Contractor must provide the original of each invoice to the Technical Authority and a copy to the Contracting Authority.

## **7.15 Certifications and Additional Information**

### **7.15.1 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.

### **7.15.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **7.16 Applicable Laws**

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

## **7.17 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 supplemental general conditions:
  - (i) 4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information
- (b) general conditions 2030 (2018-06-21), General Conditions – Higher Complexity – Goods);
- (c) Annex A, Statement of Requirements;
- (d) Annex B, Basis of Payments;

- (e) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid at contract award*), as clarified on \_\_\_\_\_ "or" as amended on \_\_\_\_\_ (*insert date(s) of clarification(s) or amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid 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 bid.

#### **7.18 Foreign Nationals (Canadian Contractor)**

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

**Note to Bidders:** Either this clause or the one that follows, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract

#### **7.19 Foreign Nationals (Foreign Contractor)**

- (a) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

#### **7.20 Insurance Requirements**

SACC Manual clause G1005C (2016-01-28) Insurance

#### **7.21 Limitation of Liability**

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

- (iii) Each of the Parties is liable for all direct damages resulting from 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.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) (A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 1M.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1M, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) **Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (iii).

## **7.22 Termination for Convenience**

- (a) Notwithstanding the Termination for Convenience provisions contained at Section 32 of 2030 - General Conditions - Higher Complexity - Goods, the parties agree that in the event of termination of services for the convenience of Canada for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a six month year and a thirty day month. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

## **7.23 Transition to Another Successor Contractor**

- (a) As applicable, either at the end of Contract Period (end of the final exercised Option Period, or upon termination), at Canada's written request, the Contractor must transfer, using a secure mechanism approved by Canada, all PTM Solution's data and metadata to Canada in an accessible, machine-readable and usable format acceptable to Canada at no additional cost to Canada within forty calendar days of a request by Canada or such longer period as the parties may agree. The data and metadata will be considered received upon sign-off by the Technical Authority. The signoff will certify that the data and metadata that has been received is accessible, machine-readable and usable by Canada.
- (b) The Contractor agrees, after successful transfer of Canada's data, to destroy all data that resides with Contractor and to provide a Certification of completion.

## **ANNEX "A"**

### **STATEMENT OF REQUIREMENTS**

#### **1. Context**

Environment and Climate Change Canada (ECCC) supports the safety and wellbeing of Canadians by providing authoritative weather and environmental information including real time, high-impact weather alerts.

#### **2. Background**

ECCC has developed a weather app for iOS and Android mobile smartphones that will inform Canadians about situations that will affect their safety and wellbeing. The app is currently in public Beta testing (40,000+ public beta users) using an interim solution for Message and Notification push services. The app is expected to be launched within the next few months.

The app will continue to be developed by ECCC to maximize the safety and wellbeing of Canadians, to improve the app user experience/retention and to further engage Canadians.

#### **3. Terminology**

The following list of definitions and acronyms are relevant to and form part of this SOR. The list of definitions provided below is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used in this SOR.

<b>Term</b>	<b>Definition</b>
Android	Mobile operating system created and developed by Google Inc.
API	Application Program Interface
App	In the context of this document, refers to the ECCC Mobile Weather app
Component	An element of the PTM Solution that encapsulates a set of related functions. Includes goods and/or services, SaaS, documentation, and software including APIs and SDKs.
ECCC	Environment and Climate Change Canada
iOS	Mobile operating system created and developed by Apple Inc.
Message	A rich-text message that is generated on the PTM Solution provided by the Contractor for use within the app.
Notification	Message automatically generated by ECCC systems for use within the app and/or outside the app
PTM Solution	Push Technology Messaging Solution. The PTM Solution includes Component, technical and operational support, data storage and warranty.
SaaS	Software as a Service
SDK	Software Development Kit



#### 4. Scope of the Contract

Environment and Climate Change Canada (ECCC) requires the Contractor to provide Software as a Service (SaaS) PTM Solution between ECCC and ECCC's mobile smartphone app. The PTM Solution must provide an integrated suite of goods and/or services that support the current app utility. The PTM Solution must also include the integrated messaging services described below.

#### 5. Deliverables and Schedule

The Contractor will ensure that the following deliverables are provided.

5.1 Core deliverables to be provided during the Initial Contract Period and Optional Contract Periods:

ID	Deliverable	Purpose / Definition	Delivery	Provided by
1	Access to the PTM Solution	The Contractor will grant access to the PTM Solution to ECCC users and ensure that it complies with the section 10. Requirements of the PTM Solution of this SOR.	Electronic distribution	Ongoing
2	Push Notification component of the PTM Solution	The PTM Solution will have the functionality to provide push Notifications with content transmitted from ECCC and received by the internally developed mobile the app.	Electronic distribution	Ongoing
3	Technical and operational support and escalation process	The Contractor will offer technical and operational support and an escalation process.	Email, telephone or web	Ongoing
4	Data storage	The Contractor will ensure a data storage capacity of up to 12 TB for the data captured with the PTM Solution.	Electronic distribution	Ongoing
5	Warranty	As described in the service provider's standard offered, provided it is compatible and covers the required PTM Solution.	Electronic Distribution	Ongoing

5.2 Non-core deliverables to be provided during the Initial Contract Period only:

ID	Deliverable	Purpose / Definition	Delivery	Provided by
1	Kick-off meeting	The Contractor will provide an overview of the PTM Solution to key ECCC users to ensure a solid understanding of the PTM Solution's key components and goods and/or services to be rendered. The schedule will be finalized through this kick-off meeting. Its duration is estimated not to exceed 1 day. It is estimated that the number of participants will not exceed 15.	Live-Online <sup>1</sup>	Within 1 week of contract award
2	Message Content Management Training	The Contractor will provide training to ensure ECCC program users and selected IT users can perform the required tasks of message creation and delivery using the Message Content Management interface and using the analytics interface to produce key metrics.	Live-Online	Within 2 weeks of contract award

<sup>1</sup> Live-Online meeting using compatible teleconference tools such as Cisco WebEx

		Its duration is estimated not to exceed 1 day. It is estimated that the number of participants will not exceed 10.		
3	Developer Training	The Contractor will provide training on SDK, APIs, App management and interface customization to ensure ECCC IT users can install, configure and integrate the various components to the existing application on both platforms. Its duration is estimated not to exceed 1 day. It is estimated that the number of participants will not exceed 10 participants.	Live-Online	Within 2 weeks of contract award
4	Delivery of all PTM Solution Components	All PTM Solution Components (includes goods and/or services, SaaS, documentation, and software including APIs and SDKs will be provided to the Technical Authority. Providing the PTM Solution will allow ECCC to initiate the development and training efforts by providing all required material for ECCC to install, configure and integrate the components, with technical support from the Contractor, along with platform technical support. Includes any information and keys required to access the PTM Solution.	Electronic distribution	Within 1 week of contract award
5	Quick reference guide for operational and technical support	The Contractor will provide and maintain a quick reference guide developed jointly between ECCC users and the Contractor. It includes, but is not limited to the following: <ul style="list-style-type: none"> <li>• Definition of the escalation workflow for operational support and technical support;</li> <li>• Identifies ECCC and Contractor specific names, roles, contact details;</li> <li>• Document the process enabling ECCC users to install, configure, and fully operate the PTM Solution provided.</li> </ul> This document will be provided in an agreed upon format to the Technical Authority.	Electronic distribution	Within 3 weeks of contract award

## 6. Access to the PTM Solution

The Contractor certifies that it has the rights to provide ECCC access to the PTM Solution in accordance with the terms and conditions of the Contract (and any non-proprietary sub-components incorporated into the PTM Solution) on a royalty-free basis to Canada.

## 7. Security Requirements

7.1 The Contractor must provide Environment and Climate Change Canada (ECCC) access to the PTM Solution that meets the following requirements:

ID	Requirement
1	It is a continuous obligation of the Contract that the services from a cloud service provider maintain information security policies and procedures that meet the following certifications standards: <ul style="list-style-type: none"><li>a) ISO 27001; or</li><li>b) AICPA Service Organization Control (SOC) – SOC 2 reports</li></ul>
2	The Contractor must have controls in place to ensure appropriate isolation of resources such that ECCC data is not co-mingled with other tenant data without compensating controls, while in use, storage or transit, and throughout all aspects of the cloud service's functionality and system administration. This includes having access controls in place and enforcing appropriate logical or physical segregation to support: <ul style="list-style-type: none"><li>c) the separation between the Contractor's internal administration from resources used by ECCC cloud service customers; and</li><li>d) the separation of customer resources in multi-tenant environments in order to prevent one malicious or compromised consumer from affecting the service or data of another.</li></ul>
3	The Contractor must provide the functionality to establish secure network connections that allows ECCC to connect to the cloud service using CSE-approved cryptographic algorithms. <a href="https://www.cse-cst.gc.ca/en/node/1831/html/26515">https://www.cse-cst.gc.ca/en/node/1831/html/26515</a>
4	The Contractor must have a process to manage and monitor privileged access to the Contractor's services that are used to host ECCC services. This includes at a minimum, but not limited to: <ul style="list-style-type: none"><li>a) Enforce and audit authorizations for access to Contractor data and services;</li><li>b) Restrict and minimize access to only authorized devices and users/administrators with an explicit need to have access;</li><li>c) Use security-hardened endpoints (e.g. computers, end user devices, jump servers, etc.) that are configured for least functionality (e.g. dedicated endpoint that does not have Internet browsing or open e-mail access) to provide support and administration of services and infrastructure;</li><li>d) Monitor for unauthorized remote management and disconnect or disable unauthorized remote access;</li><li>e) Multifactor authentication for access to privileged accounts;</li><li>f) Clear separation of duties, role-based access, and least-privilege access for privileged accounts;</li><li>g) Ensure that remote access to privileged accounts will only be permitted when local access is not feasible and there is a significant operational requirement;</li><li>h) Protect information about remote management mechanisms from unauthorized use and disclosure; and</li><li>i) Route all remote access through a limited number of managed, monitored, and audited access control points.</li></ul>

5	<p>The Contractor must maintain the security posture of the service through continuous monitoring and annual audit of the implemented security requirements. This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>a) Monitoring threats and vulnerabilities;</li> <li>b) Detecting attacks, incidents and abnormal events;</li> <li>c) Identifying unauthorized use and access of services, data and components, relevant to the GC cloud service instances;</li> <li>d) Responding, containing, and recovering from threats and attacks against the Contractor's services; and</li> <li>e) Where required, taking proactive countermeasures, including taking both pre-emptive and responsive actions to mitigate threats;</li> </ul>
6	<p>The Contractor's Incident Response process for the services must encompass IT security incident management lifecycle and supporting practices for preparation, detection, analysis, containment and recovery activities. The Incident Response process must include documented processes and procedures demonstrating of how the Contractor will identify, respond, remediate, report, and escalate Security Incidents to ECCC including:</p> <ul style="list-style-type: none"> <li>i. the scope of information security incidents that the Contractor will report to ECCC;</li> <li>ii. the level of disclosure of the detection of information security incidents and the associated responses;</li> <li>iii. the target timeframe in which notifications of information security incidents will occur;</li> <li>iv. the procedure for the notification of information security incidents;</li> <li>v. contact information for the handling of issues relating to information security incidents; and</li> <li>vi. any remedies that can apply if certain information security incidents occur.</li> </ul>
7	<p>The Contractor must provide the capability for the secure disposal or reuse of resources (e.g. equipment, data storage, files, and memory). This includes all copies of the data that are made through replication for high availability and disaster recovery.</p>
8	<p>The Contractor must alert and notify the Technical Authority (via phone and email) of any breach with security implications or of any evidence that leads the Contractor to reasonably believe that such a breach is imminent, over the following period (7 days x 24 hours x 365 days), and within the Contractor's offered Service Level Commitment timeframe.</p>

9	<p>The Contractor must ensure that any cryptography used to maintain confidentiality or integrity safeguards or as part of authentication mechanism (e.g., VPN solutions, TLS, software modules, PKI, and authentication tokens where applicable) in use for the service is configured for use with GC approved cryptographic algorithms and cryptographic key sizes and crypto periods. This includes, but is not limited to:</p> <ul style="list-style-type: none"><li>a) use cryptographic algorithms and cryptographic key sizes and crypto periods that have been approved by CSE and validated by the Cryptographic Algorithm Validation Program (<a href="http://csrc.nist.gov/groups/STM/cavp/">http://csrc.nist.gov/groups/STM/cavp/</a>), and are specified in ITSB-111 or in a subsequent version; or</li><li>b) be implemented in a Cryptographic Module, validated by the Cryptographic Module Validation Program (<a href="https://www.cse-cst.gc.ca/en/group-groupe/crypto-module-validationprogram">https://www.cse-cst.gc.ca/en/group-groupe/crypto-module-validationprogram</a>) to at least FIPS 140-2 validation at Level 1, and operate in FIPS Approved Mode of Operation (<a href="http://csrc.nist.gov/groups/STM/cmvp/standards.html#02">http://csrc.nist.gov/groups/STM/cmvp/standards.html#02</a>).</li></ul>
10	<p>The Contractor must implement safeguards to mitigate supply chain threats and vulnerabilities to IT services. This includes, but is not limited to designing and implementing controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least privilege access for all personnel within the supply chain.</p>

## **7.2. Certifications**

- 7.2.1. Throughout the Contract Period, it is the Contractor's responsibility to ensure that ECCC has the most up to date and valid (e.g. not expired) documentation for the PTM Solutions' information security policies and procedures. This includes the ISO 27001 certification and the SOC 2 audit reports-
- 7.2.2. ECCC reserves the right to request a copy of the Contractor's most up to date and valid (e.g. not expired) certification at any time throughout the contract period. When requested by ECCC, the Contractor must provide the requested certification to the Contracting Authority and Technical Authority within 2 working days.

## **8. Location of Work and Travel**

All work required in implementing and testing the PTM Solution will be conducted by ECCC employees on its premises. The Contractor will not be required to travel. The Contractor is required to provide remote support by telephone, email, teleconference or webex for the integration of the PTM Solution as outlined in the Deliverables and Schedule.

## **9. Risks and Constraints**

Timelines for implementation of the new features of the ECCC Mobile weather app which are dependent on the implementation of the new solution are very tight. In addition, the ECCC mobile app will have high visibility to the Canadian public and a large number of users, and will be used to issue timely weather alerts to Canadian. It is therefore essential that all app components, including the new PTM Solution, are highly reliable.

## 10. Requirements of the PTM Solution

The Contractor's PTM Solution must meet all of the requirements detailed in the table below:

High level requirement	Detailed requirement
1. The PTM Solution must provide the functionality for ECCC to create Messages for push to iOS and Android mobile devices.	<p>The PTM Solution must allow ECCC to:</p> <ul style="list-style-type: none"> <li>a) Manually create messages to be pushed with rich text formatting in Canadian English and Canadian French, images, and HTTP links to external sites using UFT-8 encoding;</li> <li>b) Manage schedules for message delivery; and</li> <li>c) Select audience segments based on geography and device analytics information.</li> </ul>
2. The PTM Solution must provide analytics information about the app.	<p>The PTM Solution must meet the following analytics requirements:</p> <ul style="list-style-type: none"> <li>a) App open, navigation and other engagement information as currently included in the app as custom tags;</li> <li>b) App abandonment counts; and</li> <li>c) App exceptions or crashes.</li> </ul>
3. The PTM Solution must have a customizable web user interface for analytics viewing and reporting.	<p>The PTM Solution must provide a customizable web user interface for analytics viewing and reporting. This includes but is not limited to the following:</p> <ul style="list-style-type: none"> <li>a) ECCC users must be able to select the analytics information to be viewed;</li> <li>b) ECCC users must be able to customize the display to view the analytics information;</li> <li>c) ECCC users must be able to configure the online retention period up to at least one year; and</li> <li>d) ECCC users must be able to archive all historical analytics information.</li> </ul>
4. The PTM Solution must provide the functionality to manage and monitor its operation.	<p>The PTM Solution must allow ECCC to manage and monitor its operation by providing the following :</p> <ul style="list-style-type: none"> <li>a) Enable and disable the push of Messages and Notifications;</li> <li>b) View outage and security incident information; and</li> <li>c) Manage the user accounts needed for Message creation, management and monitoring of the PTM Solution.</li> </ul>

5. The PTM Solution must include an API to transmit notifications from ECCC facilities to the PTM Solution.	The PTM Solution must include an API to transmit Notifications from ECCC facilities to the PTM Solution.
6. The PTM Solution must include an app SDK with an API to receive Messages in the app.	The PTM Solution's app SDK with an API must be able to receive Messages in app that includes the following: <ul style="list-style-type: none"> <li>a) iOS and Android platform support;</li> <li>b) Message push scheme;</li> <li>c) In app message management (banners, pop-ups, etc.);</li> <li>d) Message management mail box;</li> <li>e) Analytics data collection including custom tags; and</li> <li>f) SDK for the API supporting Java (Android) and Swift (iOS) programming languages.</li> </ul>
7. The PTM Solution must include an app SDK with an API to receive Notifications.	The PTM Solution's app SDK with an API must be able to receive Notifications that include the following: <ul style="list-style-type: none"> <li>a) iOS and Android platform support;</li> <li>b) Notification push scheme;</li> <li>c) Analytics data collection including custom tags; and</li> <li>d) SDK for the API supporting Java (Android) and Swift (iOS) programming languages.</li> </ul>
8. The PTM Solution must include a storage service for ECCC generated messages and device related data.	The PTM Solution must provide storage for the following: <ul style="list-style-type: none"> <li>a) Weather and other ECCC generated messages for transmission to mobile devices;</li> <li>b) Device related data such as, but not limited to the following on an as required basis:               <ul style="list-style-type: none"> <li>i) Device location, navigation, time and duration of access information; and</li> <li>ii) App abandonment information;</li> </ul> </li> <li>c) Functionality to retrieve these data for retention by ECCC.</li> </ul>
9. The PTM Solution must include SMS, e-mail and Web Notification capabilities for future requirements.	The PTM Solution must be able to push messages via SMS, e-mail and Web Notification.

10. The PTM Solution must have the functionality to support apps on the scale of the ECCC app.	<p>The PTM Solution must support both Android and iOS apps on the scale of the ECCC app, defined as below:</p> <ul style="list-style-type: none"> <li>a) At least one million mobile devices;</li> <li>b) At least 100M notifications sent to mobile devices per year; and</li> <li>c) Ability to deliver all Notifications within 30 seconds from the time the Notification is delivered to the PTM Solution, with an estimated peak of 20,000 target mobile devices per Notification.</li> </ul>
11. The PTM Solution must provide facilities for app management.	The PTM Solution must include support for testing and staging of the ECCC app.
12. The PTM Solution must maintain a 99.95% up-time.	The complete PTM Solution must be available 99.95% of the time, including administration services, message/notification creation services, message/notification broadcast services and analytics services. This is true for client device delivery as well as ECCC operational users.
13. The PTM Solution must include 24/7 operational support for operations.	<p>The Contractor must provide 24/7 operational support via email, phone and web for the following incidents and activities:</p> <ul style="list-style-type: none"> <li>a) Outages;</li> <li>b) Security incidents; and</li> <li>c) PTM Solution status and troubleshooting.</li> </ul>
14. The PTM Solution must include technical support during business hours (EST) for other services and activities.	<p>The Contractor must provide email, telephone, or web technical support during business hours (EST) for the following services and activities:</p> <ul style="list-style-type: none"> <li>a) Solution SDKs and APIs;</li> <li>b) Testing;</li> <li>c) Operational deployment;</li> <li>d) Solution Management;</li> <li>e) Message Creation; and</li> <li>f) Analytics.</li> </ul>
15. The PTM Solution must provide web user interfaces for ECCC users that meet ECCC language and other requirements.	<p>The PTM Solution must provide web user interfaces for ECCC users meet the ECCC standards below:</p> <ul style="list-style-type: none"> <li>a) Be available to ECCC operational users at the same level of availability as the overall PTM Solution; and</li> <li>b) Be available in Canadian English and Canadian French or can be readily configured to meet this requirement.</li> </ul>



16. The PTM Solution must comply with the Government of Canada security and data privacy laws. It is the Contractor's responsibility to ensure that services provided to the Contractor by sub-contractors also comply with these laws.

The PTM Solution must comply with the following Government of Canada security and data privacy laws:

- a) Security ITSG-33 – Annex 4A, as applicable; and
- b) Data privacy PIPEDA (personal data protection legislation).

## 11. Identification of the minimum baseline utilization

For this Contract, the minimum yearly baseline utilization are defined as:

- Up to 500,000 devices;
- Up to 100 M notifications.
- Up to 12 TB of data storage.

## 12. Contractor Notifications

### 12.1 Usage

For each period of the Contract, the Contractor will notify the Technical Authority and Contracting Authority if any of the following are within 5% of exceeding that the agreed upon limit.:

- Number of device receiving push notifications;
- Number notifications; or
- Number of terabytes.

### 12.2 Access to the PTM Solution

12.2.1 Canada may report to the Contractor any failure to operate the PTM Solution in accordance with the Requirements of the PTM Solution. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the agreed upon time frame, with a correction of the error which caused the failure. Any such software correction must cause the PTM Solution to meet the Requirements of the PTM Solution during the Contract period. The Contractor must use all reasonable efforts to provide permanent corrections for all errors and the Contractor warrants that the PTM Solution will meet the functional and performance criteria set out in the Requirements of the PTM Solution. All error corrections will become part of the PTM Solution and will be subject to the conditions of Canada's license with respect to the PTM Solution.

## 13. Persons with Disabilities

ECCC is committed to ensuring public accessibility for persons with visual, auditory, mobility and cognitive impairments. In accordance with Government of Canada policies on Accessibility and Usability, the Contractor must provide alternative formats for all client-oriented communications and services to clients as required.

ANNEX “B”

BASIS OF PAYMENT

TABLE 1 – CORE DELIVERABLES		
TO BE PROVIDED DURING THE INITIAL CONTRACT PERIOD AND OPTIONAL CONTRACT PERIODS		
ID	Description	Firm Bi-Annual All-Inclusive Lot Price
1	For the Provision of Access to the Push Technology Messaging Solution (PTM Solution) core deliverables, including Access to the PTM Solution, Push Notification component of the PTM Solution, Technical and Operational Support and Escalation Process, up to 12 TB of Data Storage, and Warranty.	As per Bidder's proposal.
2	Initial Contract Period	As per Bidder's proposal.
3	Optional Year 1	As per Bidder's proposal.
4	Optional Year 2	As per Bidder's proposal.
5	Optional Year 3	As per Bidder's proposal.
6	Optional Year 4	As per Bidder's proposal.
	Optional Year 5	As per Bidder's proposal.

TABLE 2 – NON-CORE DELIVERABLES		
TO BE PROVIDED DURING THE INITIAL CONTRACT PERIOD ONLY		
ID	Description	Firm Bi-Annual All-Inclusive Lot Price
1	For the Provision of the Push Technology Messaging Solution (PTM Solution) non-core deliverables, including Kick-off meeting, Message Content Management Training, Developer Training, Delivery of all PTM Components, Quick reference guide for operational and technical support,	As per Bidder's proposal.

TABLE 3 – OPTION TO INCREASE THE NUMBER OF DEVICES							
RECEIVING PUSH NOTIFICATIONS EXCEEDING MINIMUM BASELINE UTILIZATION DURING THE INITIAL CONTRACT							
PERIOD AND OPTIONAL CONTRACT PERIODS							
ID	Utilization increase (A)	Initial Contract Period (B)	Firm Bi-Annual All-Inclusive Lot Price per Contract period				
			Optional Year 1 (C)	Optional Year 2 (D)	Optional Year 3 (E)	Optional Year 4 (F)	Optional Year 5 (G)
1	0.01% - 50%	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
2	50,01% - 100%	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
3	100,01% - 150%	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
4	150,01% - 200%	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
5	200,01% and above	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
Note:							
<ul style="list-style-type: none"><li>The minimum baseline usage is defined under clause 10 Identification of minimum baseline utilization of Annex A – Statement of Requirements.</li></ul>							

TABLE 4 – OPTION TO INCREASE THE NUMBER OF NOTIFICATIONS ISSUED							
WITH THE PUSH NOTIFICATIONS EXCEEDING MINIMUM BASELINE UTILIZATION DURING THE INITIAL CONTRACT							
PERIOD AND OPTIONAL CONTRACT PERIODS							
ID	Utilization increase (A)	Firm Bi-Annual All-Inclusive Lot Price per Contract period					
		Initial Contract Period (B)	Optional Year 1 (C)	Optional Year 2 (D)	Optional Year 3 (E)	Optional Year 4 (F)	Optional Year 5 (G)
1	0,01% - 50%	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
2	50,01% - 100%	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
3	100,01% - 150%	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
4	150,01% - 200%	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
5	200,01% and above	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
<b>Note:</b>							
<ul style="list-style-type: none"><li>The minimum baseline usage is defined under clause 10 Identification of minimum baseline utilization of Annex A – Statement of Requirements.</li></ul>							

TABLE 5 – OPTION TO INCREASE THE DATA STORAGE CAPACITY WITH THE DATA STORAGE EXCEEDING MINIMUM BASELINE UTILIZATION DURING THE INITIAL CONTRACT PERIOD AND OPTIONAL CONTRACT PERIODS						
ID	Utilization increase (A)	Initial Contract Period (B)	Firm Bi-Annual All-Inclusive Lot Price per Contract period			
			Optional Year 1 (C)	Optional Year 2 (D)	Optional Year 3 (E)	Optional Year 4 (F)
1	0,01 TB TO 5 TB	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
2	5,01 TB TO 10 TB	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.	As per Bidder's proposal.
<b>Note:</b> <ul style="list-style-type: none"> <li>The minimum baseline usage is defined under clause 10 Identification of minimum baseline utilization of Annex A – Statement of Requirements.</li> </ul>						

**ATTACHMENT 4.1 MANDATORY TECHNICAL EVALUATION CRITERIA**

**Attachment 4.1**

**Mandatory Technical Evaluation Criteria**

Bidders must meet all of the mandatory technical evaluation criteria in order to be considered responsive. Failure to meet all mandatory technical evaluation criteria will result in the bid being deemed non-responsive and it will be excluded from further consideration.

Each bid will be reviewed for compliance with the mandatory technical evaluation criteria of this solicitation. The mandatory technical evaluation criteria are specified in Attachment 4.1 of the RFP. All elements of the bid solicitation that are mandatory technical evaluation criteria are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory technical evaluation criteria will be considered non-responsive and be disqualified.

Bidders must substantiate their compliance with the mandatory technical evaluation criteria by providing specific information, screenshots, highlighted manual page references or supporting documentation.

No.	Criteria	Assessment	Met /Not Met
M1)	The proposed PTM Solution must provide the functionality for ECCC to create Messages for push to iOS and Android mobile devices.	The Bidder must provide documentation that demonstrates the proposed PTM Solution's capacity for ECCC to create Messages for push to mobile devices that demonstrates the following:  a) Manually create messages to be pushed with rich text formatting in Canadian English and Canadian French, images, and HTTP links to external sites; b) Manage schedules for message delivery; and c) Select audience segments based on geography and device analytics information.	

No.	Criteria	Assessment	Met /Not Met
M2)	The proposed PTM Solution must provide analytics information about the app.	<p>The Bidder must provide documentation that demonstrates the proposed PTM Solution's functionality to meet the following analytics requirements:</p> <ul style="list-style-type: none"> <li>a) App open, navigation and other engagement information as currently included in the app as custom tags;</li> <li>b) App abandonment counts; and</li> <li>c) App exceptions or crashes.</li> </ul>	
M3)	The proposed PTM Solution must have a customizable web user interface for analytics viewing and reporting.	<p>The Bidder must provide documentation that demonstrates the proposed PTM Solution's functionality to provide a customizable web user interface for analytics viewing and reporting.</p> <ul style="list-style-type: none"> <li>a) ECCC users must be able to select the analytics information to be viewed;</li> <li>b) ECCC users can customize the display to view the analytics information;</li> <li>c) ECCC users must be able to configure the online retention period up to at least one year; and</li> <li>d) ECCC users must be able to archive all historical analytics information.</li> </ul>	
M4)	The proposed PTM Solution must provide the functionality to manage and monitor its operation.	<p>The Bidder must provide documentation that demonstrates the proposed PTM Solution's capacity to manage and monitor its operation by providing the following:</p> <ul style="list-style-type: none"> <li>a) Enable and disable the push of Messages and Notifications;</li> <li>b) View outage and security incident information; and</li> <li>c) Manage the user accounts needed for Message creation, management and monitoring of the PTM Solution.</li> </ul>	



No.	Criteria	Assessment	Met /Not Met
M5)	The proposed PTM Solution must include an API to transmit Notifications from ECCC facilities to the PTM Solution.	The Bidder must provide documentation to demonstrate the proposed PTM Solution's capability to include an API to transmit Notifications from ECCC facilities to the PTM Solution.	
M6)	The proposed PTM Solution must include an app SDK with an API to receive Messages in app.	<p>The Bidder must provide documentation regarding the proposed PTM Solution's app SDK with an API capability to receive Messages in app that demonstrates the following:</p> <ul style="list-style-type: none"> <li>a) iOS and Android platform support;</li> <li>b) Message push scheme;</li> <li>c) In app message management (banners, pop-ups, etc.);</li> <li>d) Message management mail box;</li> <li>e) Analytics data collection including custom tags; and</li> <li>f) SDK for the API supporting Java (Android) and Swift (iOS) programming languages.</li> </ul>	
M7)	The proposed PTM Solution must include an app SDK with an API to receive Notifications.	<p>The Bidder must provide documentation regarding the proposed PTM Solution's SDK with an API capability to receive Notifications that demonstrates the following:</p> <ul style="list-style-type: none"> <li>a) iOS and Android platform support;</li> <li>b) Notification push scheme;</li> <li>c) Analytics data collection including custom tags; and</li> <li>d) SDK for the API supporting Java (Android) and Swift (iOS) programming languages.</li> </ul>	

No.	Criteria	Assessment	Met /Not Met
M8)	The proposed PTM Solution must include a storage service for ECCC generated messages and device related data. It is currently estimated that ECCC may require up to 12 terabytes per year.	<p>The Bidder must provide documentation that clearly demonstrates that the proposed PTM Solution provides storage for the following:</p> <ul style="list-style-type: none"> <li>a) Weather and other ECCC generated messages for transmission to mobile devices.</li> <li>b) Device related data such as, but not limited to the following:               <ul style="list-style-type: none"> <li>i) Device location, navigation, time and duration of access information; and</li> <li>ii) App abandonment information;</li> </ul> </li> <li>c) Facilities to retrieve these data for retention by ECCC.</li> </ul>	
M9)	The proposed PTM Solution must include SMS, e-mail and Web Notification capabilities for future requirements.	The bidder must provide documentation that clearly demonstrates that the proposed PTM Solution has the capability to push messages via SMS, e-mail and Web Notification.	
M10)	The proposed PTM Solution must have the functionality to support apps on the scale of the ECCC app.	<p>The Bidder must provide documentation to demonstrate the proposed PTM Solution's capacity to support apps on the scale of the ECCC app to provide the following:</p> <ul style="list-style-type: none"> <li>a) At least one million mobile devices;</li> <li>b) At least 100M notifications sent to mobile devices per year; and</li> <li>c) Ability to deliver all Notifications within 30 seconds of the time the Notification is delivered to the PTM Solution, with an estimated peak of 20,000 target mobile devices per Notification.</li> </ul>	
M11)	The proposed PTM Solution must provide functionality for app management.	The bidder must provide documentation that clearly demonstrates that the proposed PTM Solution provides support for testing and staging of the ECCC app.	

No.	Criteria	Assessment	Met /Not Met
M12)	The proposed PTM Solution must be available 99.95% of the time.	The bidder must provide documentation that clearly demonstrates that the proposed complete PTM Solution is available 99.95% of the time, including administration services, message/notification creation services, message/notification broadcast services and analytics services. This is true for client device delivery as well as ECCC operational users.	
M13)	The proposed PTM Solution must include 24/7 operational support for operations.	The Bidder must provide documentation demonstrating that its proposed PTM Solution includes 24/7 operational support via email and phone for the following incidents and activities: a) Outages; b) Security incidents; and c) Systems status and troubleshooting.	
M14)	The proposed PTM Solution must include business hours (EST) technical support for other services and activities.	The Bidder must provide documentation demonstrating that its proposed PTM Solution includes business hours (EST) technical support via email and phone for the following services and activities: a) Solution SDKs and APIs; b) Testing; c) Operational deployment; d) Solution Management; e) Message Creation; and f) Analytics.	

No.	Criteria	Assessment	Met /Not Met
M15)	The proposed PTM Solution must provide web user interfaces for ECCC users that meet ECCC language and other requirements.	<p>The bidder must provide documentation that clearly demonstrates that the proposed PTM Solution provides web user interfaces for ECCC users meet the ECCC standards below</p> <ul style="list-style-type: none"> <li>a) Be available to ECCC operational users at the same level of availability as the overall PTM Solution; and</li> <li>b) Be available in Canadian English and Canadian French or can be readily configured to meet this requirement.</li> </ul>	
M16)	The proposed PTM Solution must comply with the Government of Canada security and data privacy laws. It is the bidder's responsibility to ensure that services provided to the bidder by sub-contractors also comply with these laws.	<p>The Bidder must provide documentation demonstrating that it complies with the following Government of Canada security and data privacy laws:</p> <ul style="list-style-type: none"> <li>a) Security ITSG-33 – Annex 4A, as applicable; and</li> <li>b) Data privacy PIPEDA (personal data protection legislation).</li> </ul>	

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K7D40-190612	K7D40-190612	

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**ATTACHMENT 4.2 POINT-RATED TECHNICAL EVALUATION CRITERIA**

**Attachment 4.2**

**Point-Rated Technical Evaluation Criteria**

The Point-Rated Technical Evaluation will be evaluated and scored as specified in the summary table below. Each point-rated criterion should be addressed separately.

Each bid will be rated by assigning a score to the rated requirements, which are identified in the Point-Rated Technical Evaluation Criteria Summary Table.

The Point-Rated Technical Score will be calculated by adding the points for the Point-Rated Technical Evaluation. The minimum points required to pass the Point-Rated Technical Evaluation is 364 points, 70% of the overall available points of 520.

Any Bidder not meeting the required minimum points will be deemed non-compliant.

Available points included with the different sub-criteria to the rated criteria included herein will be awarded in the following manner:

Maximum number of points for the sub-criteria	Unsatisfactory (No details provided on how the bidder will meet the requirement)	Incomplete or limited explanation of how the bidder will meet the requirement.	Poor explanation of how the bidder will meet the requirement.	Acceptable and adequate explanation of how the bidder will meet the requirement.	Good explanation of how the bidder will meet the requirement.	Excellent and in-depth and specific explanation on how the bidder will meet the requirement.
10	0	1-3	4-6	7	8-9	10
20	0	1-6	7-13	14	15-19	20
30	0	1-9	10-20	21	22-29	30
50	0	1-15	16-29	30	31-49	50

No.	Criteria	Assessment	Point Range
R1)	<p>The proposed PTM Solution should provide services for ECCC to create Messages for push to mobile devices.</p>	<p>The Bidder should provide documentation that demonstrates the proposed PTM Solution's capacity for ECCC to create Messages via a web user interface for push to mobile devices that demonstrates the following:</p> <ul style="list-style-type: none"> <li>a) Manually create messages to be pushed, with rich text formatting in both Canadian English and Canadian French including images, videos, and HTTP links to external sites and videos.</li> <li>b) Include drag and drop for videos</li> <li>c) Include drag and drop for images</li> <li>d) Include fully featured word processing for message creation and hyperlink insertion</li> <li>e) Preview messages as they would appear on the iOS and Android mobile devices</li> </ul> <p>This can be done via, but not limited to, screen shots and highlighted manual page references.</p>	<ul style="list-style-type: none"> <li>a) 10</li> <li>b) 20</li> <li>c) 20</li> <li>d) 30</li> <li>e) 20</li> </ul> <p>Maximum points: 100</p>
R2)	<p>The proposed PTM Solution should provide analytics information about the app.</p>	<p>The bidder should provide documentation that clearly demonstrates that the proposed PTM Solution provides the following facilities:</p> <ul style="list-style-type: none"> <li>a) Additional analytic information that would support ECCC's mandate to support the wellbeing and safety of Canadians such as weather users clicked viewed severe weather alerts</li> <li>b) Javascript API to collect data from ECCC's weather web site.</li> <li>c) Real time display of analytics.</li> <li>d) Return multiple attributes related to tagged events.</li> <li>e) Support for multiple apps and web sites.</li> </ul> <p>This can be done via, but not limited to, screen shots and highlighted manual page references.</p>	<ul style="list-style-type: none"> <li>a) 50</li> <li>b) 10</li> <li>c) 10</li> <li>d) 20</li> <li>e) 10</li> </ul> <p>Maximum points: 100</p>

No.	Criteria	Assessment	Point Range
R3)	The proposed PTM Solution should have a customizable web user interface for analytics viewing and reporting.	<p>The bidder should provide documentation that clearly demonstrates that the proposed PTM Solution provides the following facilities.</p> <ul style="list-style-type: none"> <li>a) Map based display</li> <li>b) Time based charts</li> <li>c) Tables with multiple dimensions</li> <li>d) Different chart and graph types</li> <li>e) View analytics from Javascript API. Analytics from this source should be viewable separately from the app analytics.</li> </ul> <p>This can be done via, but not limited to, screen shots and highlighted manual page references.</p>	<ul style="list-style-type: none"> <li>a) 10</li> <li>b) 10</li> <li>c) 10</li> <li>d) 20</li> <li>e) 10</li> </ul> <p>Maximum points: 60</p>
R4)	The proposed PTM Solution should provide the services to manage and monitor the PTM Solution operation.	<p>The bidder should provide documentation that clearly demonstrates that the proposed PTM Solution provides the following facilities:</p> <ul style="list-style-type: none"> <li>a) Management of the user accounts needed for Message creation, management and monitoring of the PTM Solution</li> <li>b) Security and outage incidents management including the provision of incident notification to ECCC (e.g. email, SMS, etc.)</li> <li>c) Logging of errors for troubleshooting, including utilities for access and usage of these logs.</li> </ul> <p>This can be done via, but not limited to, screen shots and highlighted manual page references.</p>	<ul style="list-style-type: none"> <li>a) 10</li> <li>b) 20</li> <li>c) 20</li> </ul> <p>Maximum points: 50</p>



Criteria		Assessment	Point Range
R5)	The proposed PTM Solution should include an app SDK with an API to allow target devices to receive Messages In-App.	<p>The bidder should provide documentation that clearly demonstrates that the proposed PTM Solution include an SDK with an API that provides the following facilities:</p> <ul style="list-style-type: none"> <li>a) In-App Message management similar to an app specific Mailbox (e.g. "message center")</li> <li>b) Capability for Messages in this Mailbox to be forwarded/shared to other media services, including but not limited to social medias such as Facebook and Twitter</li> <li>c) Capability to manage Messages and Notifications within the Mailbox</li> <li>d) Capability for Mailbox to use Material Design Best Practices</li> <li>e) Capability to use Message content within other areas of the client app.</li> <li>f) Capability to provide these capabilities from pop-ups.</li> </ul> <p>This can be done via, but not limited to, screen shots and highlighted manual page references.</p>	<ul style="list-style-type: none"> <li>a) 20</li> <li>b) 10</li> <li>c) 20</li> <li>d) 10</li> <li>e) 20</li> <li>f) 20</li> </ul> <p>Maximum points: 100</p>
R6)	The proposed Solution should include SMS, e-mail and Web Notification capabilities for future requirements.	<p>The bidder should provide documentation that clearly demonstrates that the proposed Solution has the capability to push messages via SMS, e-mail and Web Notification. This can be done via, but not limited to, screen shots and highlighted manual page references.</p> <ul style="list-style-type: none"> <li>a) Provide the functionality to send Messages and Notifications via SMS</li> <li>b) Provide the functionality to send Messages and Notifications via e-mail</li> <li>c) Provide the functionality to send Messages and Notifications via Web Notification</li> <li>d) Analytics for all channels, for both Messages and Notifications, can be viewed together</li> <li>e) Provide the functionality to select these channels for Message creation and push</li> </ul> <p>This can be done via, but not limited to, screen shots and highlighted manual page references.</p>	<ul style="list-style-type: none"> <li>a) 10</li> <li>b) 10</li> <li>c) 10</li> <li>d) 10</li> <li>e) 20</li> </ul> <p>Maximum points: 60</p>

No.		Criteria	Assessment	Point Range
R7)	The proposed PTM Solution should provide a user interface for app deployment and management.	<p>The bidder should provide documentation that clearly demonstrates that the proposed PTM Solution provides support for testing and staging of the ECCC app.</p> <ul style="list-style-type: none"><li>a) Provide remote app configuration services.</li><li>b) Capture app crash events and provide debugging information, e.g. stack trace.</li><li>c) Provide the functionality to push to test mobile devices separately from other devices</li></ul> <p>This can be done via, but not limited to, screen shots and highlighted manual page references.</p>	<p>a) 10 b) 20 c) 20</p> <p>Maximum points: 50</p>	
Total points for the Attachment 4.2 – Point-Rated Technical Evaluation				<p>Minimum points: 364 Maximum points: 520</p>

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### **Attachment 4.3: PROOF OF PROPOSAL EVALUATION CRITERIA**

#### **Integration Assessment – “Proof of Proposal”**

ECCC will request the Bidder having received with the highest combined rating to provide a 30 calendar-day trial version package of the proposed PTM Solution to ECCC containing the following:

- a) Access to documentation for all of the components of the proposed PTM Solution.
- b) Access to the APIs and SDKs with the appropriate ability to access the proposed PTM Solution on a trial basis for 30 calendar days.
- c) Access to all other proposed PTM Solution components on a trial basis for 30 calendar days.
- d) Access to business hours (EST) technical support, with contact details provided (phone and email).

All work required in implementing and testing the PTM Solution will be conducted by ECCC users. The Bidder is required to provide remote support by telephone, email, teleconference or webex for the proof of proposal (PoP) phase.

During the PoP test, the bidder will support the ECCC team while it implements a test version of the WeatherCAN/MétéoCAN app using the proposed PTM Solution and the materials in the package referenced above. If the PoP testing takes more than 15 working days, and that the maximum 15 working day period is exceeded as a result of integration delays caused by Bidder's proposed PTM Solution, the Bidder will have failed the integration test, and its bid will be considered non-compliant.

The following aspects of the proposed PTM Solution will be evaluated during this Proof of Proposal:

1. Message creation/management functionality
2. Analytics
  - Collection web user interface
  - Viewing web user interface
3. PTM Solution management functionality
4. PTM Solution Up-time observed during the test period
5. Message push functionality integration
6. Notification push functionality integration
7. App support services
  - Monitor Operations
  - App Deployment and Management
8. Technical support for:
  - APIs and SDKs
  - Analytics

The following mandatory requirements will be evaluated with regards to the aspects listed above:

- Did the aspect of the PTM Solution work as described in the RFP?
- Could the proposed PTM Solution be successfully integrated by ECCC within the 15 working days period?
- Could Rich Text Canadian French and Canadian English messages be successfully created via the PTM Solution and then delivered in-app as prescribed via the content management component?
- Does the documentation adequately describe the service elements?
- Did the aspect of the service integrate with the ECCC app?
- Did the appropriate service contacts provide timely and valuable help?

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**K7D40-190612**

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### Attachment 3.1 to PART 3 OF THE BID SOLICITATION

#### BID SUBMISSION FORM

Attachment 3.1: Bid Submission Form		
<b>Bidder's full legal name</b>  [Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
<b>Bidder's Procurement Business Number (PBN)</b>  [see the Standard Instructions 2003]  [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
<b>Jurisdiction of Contract:</b>  Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		

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<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?
	Yes ____ No ____
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "
<b>Security Clearance Level of Bidder</b>  [include both the level and the date it was granted]  [ <i>Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.</i> ]	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ol>	
<b>Signature of Authorized Representative of Bidder</b>	<hr/>

**Attachment 3.2 to PART 3 OF THE BID SOLICITATION**

**SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM**

Article of the Statement of Requirements that require substantiation by the Bidder		Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b><u>MANDATORY TECHNICAL EVALUATION CRITERIA</u></b>			
M1	The PTM Solution must provide the functionality for ECCC to create Messages for push to iOS and Android mobile devices.		
M2	The PTM Solution must provide analytics information about the app.		
M3	The PTM Solution must have a customizable web user interface for analytics viewing and reporting.		
M4	The PTM Solution must provide the functionality to manage and monitor its operation.		
M5	The PTM Solution must include an API to transmit notifications from ECCC facilities to the PTM Solution.		
M6	The PTM Solution must include an app SDK with an API to receive Messages in the app.		
M7	The PTM Solution must include an app SDK with an API to receive Notifications.		
M8	The PTM Solution must include a storage service for ECCC generated messages and device related data.		

M9	The PTM Solution must include SMS, e-mail and Web Notification capabilities for future requirements.		
M10	The PTM Solution must have the functionality to support apps on the scale of the ECCC app.		
M11	The PTM Solution must provide functionality for app management.		
M12	The PTM Solution must maintain a 99.95% up-time.		
M13	The PTM Solution must include 24/7 operational support for operations.		
M14	The PTM Solution must include technical support during business hours (EST) for other services and activities.		
M15	The PTM Solution must provide web user interfaces for ECCC users that meet ECCC language and other requirements.		
M16	The PTM Solution must comply with the Government of Canada security and data privacy laws.		
<b>POINT RATED TECHNICAL EVALUATION CRITERIA</b>			
R1	The proposed PTM Solution should provide services for ECCC to create Messages for push to mobile devices.		
R2	The proposed PTM Solution should provide analytics information about the app.		

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R3	The proposed PTM Solution should have a customizable web user interface for analytics viewing and reporting.		
R4	The proposed PTM Solution should provide the services to manage and monitor the PTM Solution operation.		
R5	The proposed PTM Solution should include an app SDK with an API to allow target devices to receive Messages In-App.		
R6	The proposed PTM Solution should include SMS, e-mail and Web Notification capabilities for future requirements.		
R7	The proposed PTM Solution should provide a user interface for app deployment and management.		



Attachment 3.3 to PART 3 OF THE BID SOLICITATION

FINANCIAL PROPOSAL REQUIREMENTS

TABLE 1 – CORE DELIVERABLES				
TO BE PROVIDED DURING THE INITIAL CONTRACT PERIOD AND OPTIONAL CONTRACT PERIODS				
ID	Description	Firm Bi-Annual All-Inclusive Lot Price	Firm Annual All-Inclusive Lot Price (for evaluation purposes only)	
(A)	(B)	(C)	(D) = (C) x 2	
1	Contract Year 1	\$0.00	\$0.00	\$0.00
2	Optional Year 1	\$0.00	\$0.00	\$0.00
3	Optional Year 2	\$0.00	\$0.00	\$0.00
4	Optional Year 3	\$0.00	\$0.00	\$0.00
5	Optional Year 4	\$0.00	\$0.00	\$0.00
6	Optional Year 5	\$0.00	\$0.00	\$0.00
Total for Table 1 (sum of column D):			\$0.00	

TABLE 2 – NON-CORE DELIVERABLES			
TO BE PROVIDED DURING THE INITIAL CONTRACT PERIOD ONLY			
ID	Description	Firm Bi-Annual All-Inclusive Lot Price	Firm Annual All-Inclusive Lot Price (for evaluation purposes only)
(A)	For the Provision of the Push Technology Messaging Solution (PTM Solution) deliverables, including Kick-off meeting, Message Content Management Training, Developer Training, Delivery of all PTM Components, Quick reference guide for operational and technical support  (B)	(C)	(D) = (C) x 2
1	Contract Year 1	\$0.00	\$0.00
Total for Table 2 (sum of column D):		\$0.00	

TABLE 3 – OPTIONAL GRANT TO INCREASE THE NUMBER OF DEVICES RECEIVING PUSH NOTIFICATIONS EXCEEDING MINIMUM BASELINE UTILIZATION DURING THE INITIAL CONTRACT									
PERIOD AND OPTIONAL CONTRACT PERIODS									
ID	Utilization increase (A)	Firm bi-Annual All-Inclusive Lot Price Per Period of Contract					Firm bi-Annual All-Inclusive Lot Price (H) = (B) + (C) + (D) + (E) + (F) + (G)	Firm Annual All-Inclusive Lot Price (for evaluation purposes only) (I) = (H) x 2	
		Initial Contract Period (B)	Optional Year 1 (C)	Optional Year 2 (D)	Optional Year 3 (E)	Optional Year 4 (F)	Optional Year 5 (G)		
1	0,01% - 50%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2	50,01% - 100%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3	100,01% - 150%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	150,01% - 200%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5	200% and above	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total for Table 3 (sum of column I):								\$0.00	
<b>Note:</b> <ul style="list-style-type: none"> <li>The minimum baseline usage is defined under clause 10 Identification of minimum baseline utilization of Annex A – Statement of Requirements.</li> </ul>									

<div> <div>TABLE 4 – OPTIONAL GRANT TO INCREASE THE NUMBER OF PUSH NOTIFICATIONS ISSUED WITH</div> <div>THE PTM SOLUTION EXCEEDING MINIMUM BASELINE UTILIZATION DURING THE INITIAL CONTRACT</div> <div>PERIOD AND OPTIONAL CONTRACT PERIODS</div> </div>								
ID	Utilization increase (A)	Firm bi-Annual All-Inclusive Lot Price Per Period of Contract				Firm Bi-Annual All-Inclusive Lot Price (H) = (B) + (C) + (D) + (E) + (F) + (G)		Firm Annual All-Inclusive Lot Price (for evaluation purposes only) (I) = (H) x 2
		Initial Contract Period (B)	Optional Year 1 (C)	Optional Year 2 (D)	Optional Year 3 (E)	Optional Year 4 (F)	Optional Year 5 (G)	
1	0,01% - 50%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	50,01% - 100%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	100,01% - 150%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	150,01% - 200%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	200% and above	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total for Table 4 (sum of column I):								\$0.00
<div>Note:</div> <ul style="list-style-type: none"> <li>The minimum baseline usage is defined under clause 10 Identification of minimum baseline utilization of Annex A – Statement of Requirements.</li> </ul>								

TABLE 5 – OPTION TO INCREASE THE DATA STORAGE CAPACITY								
WITH THE DATA STORAGE EXCEEDING MINIMUM BASELINE UTILIZATION DURING THE INITIAL CONTRACT								
PERIOD AND OPTIONAL CONTRACT PERIODS								
ID	Utilization increase (A)	Firm bi-Annual All-Inclusive Lot Price Per Period of Contract				Firm Bi-Annual All-Inclusive Lot Price (H) = (B) + (C) + (D) + (E) + (F) + (G)	Firm Annual All-Inclusive Lot Price (for evaluation purposes only) (I) = (H) x 2	
		Initial Contract Period (B)	Optional Year 1 (C)	Optional Year 2 (D)	Optional Year 3 (E)	Optional Year 4 (F)	Optional Year 5 (G)	
1	0,01 TB TO 5 TB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	5,01 TB TO 10 TB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total for Table 4 (sum of column I):							\$0.00	
<b>Note:</b> <ul style="list-style-type: none"> <li>The minimum baseline usage is defined under clause 10 Identification of minimum baseline utilization of Annex A – Statement of Requirements.</li> </ul>								

**TABLE A – TOTAL BID PRICE FOR EVALUATION PURPOSES**

ID	DESCRIPTION (A)	FORMULA (B)	TOTAL BID PRICE (C)	WEIGHTING (D)	TOTAL WEIGHTED PRICE $(E) = \frac{(C) \times (D)}{100}$
1	For the provision of the core deliverables, as detailed in Table 1 of Attachment 3.3	Total of Table 1 of Attachment 3.3	\$0.00	60%	\$0.00
2	For the provision of the non-core deliverables, as detailed in Table 2 of Attachment 3.3	Total of Table 2 of Attachment 3.3	\$0.00	1%	\$0.00
3	For the optional grant to increase the number of devices receiving push notifications exceeding the minimum baseline utilization during the initial Contract period and optional Contract periods, as detailed in Table 3 of Attachment 3.3	Total of Table 3 of Attachment 3.3	\$0.00	23%	\$0.00
4	For the optional grant to increase the number of push notifications exceeding the minimum baseline utilization during the initial Contract period and optional Contract periods, as detailed in Table 4 of Attachment 3.3	Total of Table 4 of Attachment 3.3	\$0.00	15%	\$0.00
5	For the optional grant to increase the data storage capacity exceeding the minimum baseline utilization during the initial Contract period and optional Contract periods, as detailed in Table 4 of Attachment 3.3	Total of Table 5 of Attachment 3.3	\$0.00	1%	\$0.00
Total Bid Price (sum of column E):					\$0.00

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## **ANNEX “F” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only).

## Attachments to PART 5 OF THE BID SOLICITATION

### Attachment 5.1: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



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**Attachment 5.2: Certificate of Compliance Form**

**PWGSC FILE NO: EN578-180003**

We \_\_\_\_\_ (insert company name and address) have thoroughly reviewed and understood the requirements of the complete Solicitation.

By signing this "Certificate of Compliance", we certify that we will satisfy the requirements of Part 7 – Resulting Contract Clauses, including but not limited to all requirements as set out at Annex A – STATEMENT OF REQUIREMENTS and all proposed rated requirements.

The Bidder must sign the following statement:

\_\_\_\_\_(Bidder name) represents and warrants that it has read, understands and complies without deviation with all of the requirements of the Solicitation and acknowledges that it understands and agrees to the of Part 7 – Resulting Contract Clauses.

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date