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K1A 0S5

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**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

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 étage, 10, rue Wellington
Gatineau
Quebec
K1A 0S5

Title - Sujet AI - Regulatory Evaluation Platform	
Solicitation No. - N° de l'invitation 0X001-182587/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client 0X001-182587	Date 2019-03-07
GETS Reference No. - N° de référence de SEAG PW-\$\$EE-017-34665	
File No. - N° de dossier 017ee.0X001-182587	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-06	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lessard, Peter	Buyer Id - Id de l'acheteur 017ee
Telephone No. - N° de téléphone (613) 850-7602 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Annex A Statement of Work

1. Title

Demonstration Project to Develop and Pilot Interactive Regulatory Evaluation Platforms Using Artificial Intelligence Methods

2. Objective

The Canada School of Public Service (CSPS or the School), in serving as Project Authority and technical owner on behalf of a number of federal regulatory departments and agencies, has a requirement for an interactive hosted cloud-based regulatory evaluation platform (REP) that enables users in federal departments and agencies to explore and analyze large amounts of structured and unstructured regulatory data, and identifies and presents key trends, patterns, and inconsistencies in regulations and regulatory requirements. The solution must have the ability to identify and present key trends, patterns, and inconsistencies in regulations and regulatory requirements. This cloud-based solution, once designed, tested and delivered, will be accessible to up to 200 users in various federal departments and agencies.

3. Background

The Canada School of Public Service has a mandate to provide a broad range of learning opportunities and to establish a culture of learning within the Public Service. This includes supporting a public service-wide culture of learning that is relevant, responsive, accessible and supportive of broader government objectives with respect to a digital agenda, innovation, and experimentation.

The stock of federal regulations, and relevant foreign, and provincial/territorial regulations is vast and constantly evolving. As set out in the Cabinet Directive on Regulation (refer to Section 5 – Relevant Terms and Acronyms), federal regulators are required to adopt a regulatory life cycle approach where they must examine and analyze regulations through all stages of their life cycle (development, management, review and results). For many regulatory departments and agencies, this requires that they, among other activities, continually monitor, seek out and evaluate opportunities to reduce regulatory duplication, administrative burden and inefficiencies (including across jurisdictions) as well as to consider the cumulative impacts of regulations on stakeholders.

Reviewing the regulatory stock and informing development of new regulatory approaches can be a complex and time consuming manual task. However, the rising public sector use and capability of artificial intelligence, facilitated by the rise of open source data, big data analytics and the increasing availability of regulations in machine-readable formats suggests that an interactive cloud-based REP could support regulators in a number of areas:

- a. scanning the global regulatory environment to gather publicly available machine readable data and information on how other comparable regulators are adopting or implementing regulations and exercising authorities to develop agile regulatory interventions that meet regulatory objectives;
- b. identifying overlapping, obsolete or outdated regulations or requirements in the regulatory stock as well as opportunities to reduce regulatory burden on stakeholders;

Annex A Statement of Work

- c. combining multiple sources of information and data to support studies of the effectiveness of regulations in achieving their stated objectives; and
- d. assessing the impacts of regulations on specific sectors of the economy and small business at the federal level (across departments and agencies) or cumulatively across jurisdictions (e.g., foreign, federal, and provincial/territorial)

Exploring the potential advances of artificial intelligence through a demonstration project could provide a useful tool for regulatory departments and agencies in carrying out their responsibilities. For departments and agencies participating in this CSPS-led demonstration project, through an interdepartmental project Steering Committee and Project User Group (PUG), organizational learning on how to design and use these tools would be an important outcome. Key participating departments and agencies in this project include: Agriculture and Agri-Food Canada; Community of Federal Regulators (Health Canada); Innovation, Science and Economic Development Canada; Justice Canada, Transport Canada, and the Treasury Board of Canada Secretariat.

4. Scope

The Contractor must deliver a hosted working cloud-based REP solution that must, based on input data on the stock of 2600 federal regulations, as well available provincial and territorial machine readable regulations, provide an interactive user-friendly interface to search, find, analyze, visualize and generate reports on trends, characteristics, patterns and relationships among an identified set of regulations, regulatory provisions or authorities.

More specifically, the Contractor must deliver a hosted REP solution that must:

- a. apply machine learning, natural language processing to search and find user-identified regulatory text or specific regulations according to user-defined themes and queries;
- b. provide the functionality to enable REP users to conduct supervised learning and insert their own comments, commentary or "tag" data elements identified in queries for future reference;
- c. conduct analysis on characteristics, trends and impacts of a regulation or group of regulations and information based on user-identified parameters;
- d. provide the functionality to combine information from other sources, including through input files and use of internet search techniques, to further augment or enhance the analysis of regulatory text;
- e. provide the functionality to enable REP users to compile analytical outputs such as data visualization and formatted reports on results;
- f. provide technical architecture, applied methodologies
- g. provide source code where feasible;
- h. have the capability to transfer to a Government of Canada cloud infrastructure;
- i. use publicly available data and data feeds; and
- j. enrich and restructure existing data sets to optimize results and meet user needs

5. Relevant Terms and Acronyms

ADA: Advanced Data Analytics

AI: Artificial Intelligence

Annex A Statement of Work

Cabinet Directive on Regulation: The Cabinet Directive on Regulation (the directive) sets out the Government of Canada’s expectations and the requirements in the development, management and review of federal regulations. Link: <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/guidelines-tools/cabinet-directive-regulation.html>

GoC: Government of Canada

ML: Machine Learning

NAICS: North American Industry Classification System

PUG: Project User Group

REP: Regulatory Evaluation Platform

6. Applicable and Reference Documents

6.1 Sample Use Cases:

There are a number of use cases for a REP that reflect the perspective and needs of potential users, which could be considered when thinking about data, capability and functionality that would form part of the solution. Sample use cases can be found in Annex C.

6.2 Mandatory data sources to be ingested by the solution:

Data	Source	Format	Link
The present list of Acts and Regulations	Justice Canada	XML	<p>The Justice Canada FTP server (ftp://205.193.86.89/) contains a file that is updated on an ongoing basis called data.zip (ftp://205.193.86.89/data.zip) that contains the Acts and Regulations as of the date of archiving. This archive contains Regulations that are marked up in XML format.</p> <p>The data dictionary in English: (http://laws-lois.justice.gc.ca/eng/XML/index.html) and French (http://laws-lois.justice.gc.ca/fra/XML/index.html).</p> <p>It should be noted that the archive also includes Statutory Instruments (filenames that start with SI) are not considered in scope for this project. The archive also contains repealed regulations, which are outside of scope. The <Repealed></Repealed> tag may apply to only parts of the regulation, but may apply to the regulation as a whole.</p>

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Statement of Work**

Point-in-time archive of Acts and Regulations	Justice Canada	XML	On the same FTP, there is a directory for point-in-time archives: (ftp://205.193.86.89/PITXML/). There are ZIP archives as well as an uncompressed file structure. The structure differs slightly from the above in order to accommodate previous dates.
North American Industry Classification System	Statistics Canada	HTML, CSV and PDF	https://www.statcan.gc.ca/eng/subjects/standard/naics/2017/index
United States regulations	Mercatus Centre, George Mason University	XML	https://quantgov.org/regdata-us/
United States regulations	Code of Federal Regulations US	XML	https://www.archives.gov/open/dataset-cfr.html
EU legislation	EUR-Lex	API	http://api.epdb.eu/
EU legislation – currently in force	Europa	HTML	https://data.europa.eu/euodp/data/dataset/eu-legislation-in-force
EU legislation – basic acts	Europa	HTML	https://data.europa.eu/euodp/data/dataset/eu-legislation-basic-acts

6.3 Other sources:

The following are the optional data sources and other sources of information that may support the development of the REP solution.

United States regulations	Mercatus Centre, George Mason University	XML	https://quantgov.org/regdata-us/
United States regulations	Code of Federal Regulations US	XML	https://www.archives.gov/open/dataset-cfr.html
EU legislation	EUR-Lex	API	http://api.epdb.eu/
EU legislation – currently in force	Europa	HTML	https://data.europa.eu/euodp/data/dataset/eu-legislation-in-force
EU legislation – basic acts	Europa	HTML	https://data.europa.eu/euodp/data/dataset/eu-legislation-basic-acts
Canada Gazette I and II – including Regulatory Impact Analysis Statement	Public Services and Procurement Canada	XML – certain years only	http://gazette.gc.ca/xml/
Canada Gazette I and II	Public Services and Procurement Canada	HTML	http://www.gazette.gc.ca/rp-pr/publications-eng.html#a1

Annex A Statement of Work

Government of Canada Digital Standards:

<https://www.canada.ca/en/government/publicservice/modernizing/government-canada-digital-standards.html>

Example of outcome-based regulations (proposed Safe Foods for Canadians Regulations as published in *Canada Gazette I*) (<http://bit.ly/2II297x>)

Canadian Importers Database (2016): CSV format

<https://open.canada.ca/data/en/dataset/9d81bb46-de89-41be-b7a4-b76c08f96cff>)

Canadian International Merchandise Trade Database: CSV format

(<https://open.canada.ca/data/en/dataset/b1126a07-fd85-4d56-8395-143aba1747a4>)

Canada Business Network information on regulation:

(<https://canadabusiness.ca/government/regulations/>)

2013-14 <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/backgroundunder-2013-2014-scorecard-report.html>

2014-15 <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/2014-2015-scorecard-report.html>

Tool and guidance: <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/guidelines-tools.html>

Administrative Burden Baseline specific: <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/administrative-burden-baseline/counting-regulatory-requirements.html>

Directive on Open Government: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28108>

Open as a Foundation for Digital Government:

<https://open.canada.ca/en/blog/open-foundation-digital-government>

7. Tasks

An iterative approach with user testing must be undertaken for the design and development of the solution. The Project Authority, with the support of a Steering Committee comprised of a number of federal regulatory departments and agencies, will select users from the Steering Committee member departments to support all stages of the REP project (i.e., Project User Group (PUG)).

The Contractor must complete the following tasks which must be reflected in key deliverables for each stage of the project:

Annex A Statement of Work

7.1 Stage II: Develop and deliver a REP prototype solution

The Contractor must:

- a. Attend a kick-off meeting with the Project Authority (organized and coordinated by the Project Authority), by teleconference or in person, to officially launch the project.
- b. Engage the PUG to understand solution requirements, use cases or recent or emerging legislative, regulatory or policy requirements. The Contract Authority will coordinate and organize engagement sessions with PUG members.
- c. Conduct a review of data architecture, data quality, sources of bias and any ethical considerations, based on available data and meta-data (i.e., enabling acts, regulations and other data sets available in machine readable files) as well as any other information provided by the Project Authority.
- d. Deliver a REP prototype solution in English that meets all the mandatory requirements. The hosted cloud-based REP prototype solution must have the following features and functionalities:
 - i) capability to build and extract information from a database of foreign, federal, and provincial/territorial regulations;
 - ii) ability to search and identify comparable regulations that apply to user-specified parameters at:
 - 1) federal level (across departments or agencies) and
 - 2) cumulatively across jurisdictions (e.g., foreign, federal, and provincial/territorial);
 - iii) ability to conduct supervised learning and insert comments, commentary or “tag” data elements by users which would also facilitate building of a solution and data architecture that better responds to the needs of the user over time;
 - iv) analytical module(s) that enable REP users to cluster, classify, pattern and apply semantic analysis based on user defined parameters in order to identify outdated regulations and assess the flexibility and degree of prescriptively of regulations;
 - v) analytical module(s) that enable REP users to extract, compile and visually map regulatory requirements and the level of regulatory burden for identified industry or sectors (e.g. by NAICS code), or groups of stakeholders;
 - vi) analytical module(s) that combine multiple sources of information and data that would, when combined with regulatory text, yield insight into the effectiveness of regulations in achieving their stated objectives (i.e., apply machine readable text and other inputs from a variety of sources that could provide context or indicators of the impact on regulated parties, stakeholders and the public);
 - vii) summary information on Acts and regulations content located at section 6 of this document, including the last amended date and registration date of the Act or regulations
 - viii) a mechanism for users to provide feedback to the contractor and administrator; and
 - ix) provide notifications to the REP user on changes to regulation(s) as defined by the user; and

Annex A Statement of Work

- x) user interface in English to apply user-defined parameters as defined through a review of user needs and requirements.

- e. Produce and deliver a user guide (in English) for users that includes detailed instructions and screen captures, etc., on how to use and test the tool. The user guide must be reviewed and accepted by the Project Authority. Canada will translate the user guide to French.

- f. Based on the design and functionality of the prototype solution developed, submit a draft Implementation, Release and Support Services (IRSS) Plan to the Project Authority. The IRSS Plan must detail:
 - i) findings from data architecture review
 - ii) contractor's proposed refinements, proposed additional functionality, capability, user access levels
 - iii) training syllabus
 - iv) support and maintenance process that includes:
 - 1) mechanisms and processes for the users and the Project Authority to engage the Contractor on maintenance and service issues;
 - 2) plans to maintain and update the solution during the contract period;
 - 3) measures to resolve any technical performance or functionality issues arising from increased number of users and ongoing use

The Contractor must provide username/password access to the REP prototype solution, for testing and evaluation purposes for 20 users for the duration of Stage II and, if selected, Stage III. The Contractor's REP prototype solution will be evaluated by the PUG. Assessment of the prototype solutions usability will be conducted using test cases provided by the contractor to fulfill requirements of common use cases and scenarios that will be consistently applied by the users.

Stage III Option

7.2 Stage III:

Stage III - A: Finalization and delivery of the REP solution

Based on the draft IRSS plan, delivered in the Stage II, the Contractor will finalize and deliver a hosted production ready solution no later than March 31, 2020 to the Project Authority.

If selected to proceed with Stage III, the Contractor must:

- a. Attend a kick-off meeting with the Project Authority (organized and coordinated by the Project Authority), by teleconference or in person, to launch Stage III of the project.

- b. Consult the PUG to discuss and review requirements, use cases and/or recent or emerging legislative, regulatory or policy requirements that could impact the final REP solution. The Project Authority will coordinate and organize engagement sessions with PUG members.

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- c. Submit an updated Implementation, Release and Support Services (IRSS) Plan to the Project Authority that also includes:
 - i) [GoC digital and architectural standards](#) integration in to the solution;
 - ii) Government of Canada accessibility and Official language standards integration in to the solution
- d. Upon acceptance of the updated IRSS Plan, contractor will make all necessary adjustments to the final REP solution
- e. Deliver a hosted production ready REP solution, with updated user guide, to the Project Authority.

Stage III - B:

Delivery of Final REP Solution Hosting, Support and Training

The Contractor must make the hosted production ready REP solution available to users (200 users) and provide training, ongoing support, maintenance and resolution of any technical issues (e.g., solution freeze, crash or return of incorrect information).

The Contractor must:

The Contractor must provide:

- a. access to the hosted production ready REP solution for 200 end users and one administrator account with the following rights and access; create users, assign accounts, lock and unlock user accounts, link to new data sources, generate usage reports
- b. web based or in class training for the REP solution
- c. support and maintenance of the REP Solution
- d. Optional Task Authorized Professional Services

The Contractor must provide training to the users of the REP solution. Training and user guide must be provided in English.

8. Contractor Deliverables

All document deliverables must be in MS Word format.

8.1 Stage II:

The project launch is defined as the kick-off meeting with the Project Authority.

Item	Description	Timelines
1	Prototype REP solution with access for 200 users	40 business days from Project Launch
2	Draft Implementation, Release and Support Services (IRSS) Plan to Project Authority	40 business days from Project Launch
3	Draft User guide to Project Authority	40 business days from Project Launch

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	The Contractor's User Guide must be appropriately based on target user's skills, knowledge and competencies, and must include practical examples and scenarios. The User Guide must be current, reflect the best practices and accurately reflect opportunities or limitation of use; and must also: <ul style="list-style-type: none"> • address user needs; • have easy to follow instructions; • be well outlined; and • include easy to follow set-up or access instructions. 	
4	Test cases, using the use cases provided by Canada, will used to support end user testing for both usability and functionality. (A Test Case is a set of conditions or instructions under which the PUG will determine the prototype solution satisfies the requirements and works correctly)	40 business days from Project Launch

Estimated timelines for the following activities:

Description	Estimated Timelines
PUG evaluation of prototype REP solution	Completed within 15 business days from receipt of REP prototype solution
Decision on prototype selection to proceed to Stage III work	Within 30 business days from receipt of prototype REP solution

8.2 Stage III: Refinement and finalization of the REP solution

Item	Ref.	Description	Timelines
1	7.2	Kick-off meeting to launch Stage III of the project (i.e. Stage II Launch)	Within 5 business days of contract award
2	7.2	Submit Final IRSS Plan and Project Management in MSWord format to the Project Authority for review and acceptance	20 business days from Stage III Launch
3	7.2	Deliver hosted production ready REP solution based on accepted IRSS plan for acceptance	60 business days from acceptance of updated IRSS Plan
4		Test cases using the use cases provided by Canada, for end user testing. (A Test Case is a set of conditions or instructions under which the PUG will	60 business days from acceptance of updated IRSS Plan

**Annex A
Statement of Work**

		determine the production ready solution satisfies the requirements and works correctly)	
5	7.2	Deliver User guide to Project Authority	60 business days from acceptance of updated IRSS Plan
6		Provide Subscription based access to the cloud hosted production ready REP solution for 200 users, including maintenance and support services	10 business days from acceptance of final REP solution
7		Deliver training based IRSS Plan	As identified in the Contract

8.4 Review and Acceptance of all deliverables provided by the Contractor

Final acceptance of all deliverables, including the production ready REP solution, will occur when all discrepancies, errors or other deficiencies identified by the Project Authority have been addressed by the Contractor and approved by the Project Authority.

9. Reporting Requirements

The Contractor must provide weekly status reports to the Project Authority in English in MSword outlining progress for the given period, any issues or considerations and upcoming milestones.

10. Client Support

The Project Authority (i.e., Canada School of Public Service) will be responsible for supporting the coordination of the overall project, providing as-required direction and guidance to the Contractor, and accepting and approving deliverables on behalf of the project Steering Committee.

The Project Authority will ensure that appropriate subject matter experts from federal departments and agencies, via the PUG, are available to the Contractor as required, to provide input, answer questions, evaluate deliverables for acceptance and participate in meetings to enable the Contractor to proceed on schedule with the completion of all required deliverables.

As required, CSPA will provide ongoing timely support to the Contractor within the scope of the statement of work.

The CSPA will make facilities available for web based training purposes.

11. Meetings

Kick-off meetings (in person or via teleconference) will be held for Stages II and III of the project, with 30 minute meetings every two weeks (calls or in-person) between the Project Authority and the Contractor. In addition to the bi-weekly meetings with the Project Authority, the Contractor must be available to meet during Stage III with the Steering Committee on a monthly basis via teleconference to provide brief updates on the project and discuss any issues (current or anticipated).

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Meetings with members of the PUG will be held in person or via teleconference.

12. Location of Work

Training and project review meetings may be conducted by teleconference.

13. Official Language Requirements and Language of Work

The primary language of work will be in English and all reports, technical documents and project updates must be provided in English.

The prototype REP solution and the interface for the prototype solution (i.e., interface used by users) must be in English. The final REP solution, including the interface, must comply with relevant policies of the Government of Canada Official Languages Act and the Directive on Official Languages for Communications and Services.

The solution must allow all users to work in both of Canada's official languages (English and French), Refer to the following websites for a description of the Directive on Official Languages for Communications and Services:

- a. <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26164>
- b. <http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=26164>

14. Travel and Living

Travel is not mandatory for this Work. Therefore, travel and living expenses will not be reimbursed under any resulting Contract.



Regulatory Evaluation Platform

Request for Proposal (RFP)

Date: To be determined (TBD)

Solicitation No.: (TBD)

GETS Reference Number: (TBD)

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

Bid Submission details are included in this RFP document.

This document contains no security requirement.

Issuing Office:

Public Services and Procurement Canada
Place du Portage
11 Laurier St.
Gatineau, Québec K1A 0S5
E-mail: (TBD)



Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

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Bid Solicitation

Canada requests Bids from Bidders to meet its requirements. A brief description is set forth below for Bidder's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, Canada appreciates and welcomes a Bid.

The capitalized terms used in this agreement are defined in Attachment 1.

1. Proposal

1.1. **Bids.** Canada is seeking bids from Bidders to provide an interactive hosted cloud-based regulatory evaluation platform (REP) "REP Software Solution" that enables users in federal departments and agencies to explore and analyze large amounts of structured and unstructured regulatory data, and identifies and presents key trends, patterns, and inconsistencies in regulations and regulatory requirements to the Canada School of Public Service.

1.1.1 **Artificial Intelligence Source List.** The AI-IA Invitation to Qualify for Artificial Intelligence Source List EN578-180001 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the AI-IA ITQ.

1.1.2 This solicitation is open to qualified suppliers in Band 2 of AI-IA Source List EN578-180001. Qualified suppliers may not submit a bid in response to this bid solicitation unless they have been invited to do so. The following qualified suppliers have been initially invited to participate in this requirement:

1QB Information Technology Inc.
AltaML Inc.
Effigis Geo-Solutions Inc.
Element Ai Inc.
Info Agora Inc.
Larus Technologies Group
PSW Applied Research Inc.
Pymetrics Inc.
Stradigi Ai Inc (operating as "Stradigi AI")
Systemscope Inc.
The AIM Group Inc. and Probe.ai in Joint Venture



Wirespeed Networks Inc.
CrowdCare Corporation (operating as "Wysdom.AI")
Accenture Inc.
Acumen Solutions Consulting Canada Inc.
Amazon Web Services Inc.
Advanced Symbolics Inc.
Avaya Canada Corp.
Calian Ltd.
CGI Information Systems and Management Consultants Inc.
Cistel Technology Inc.
Cognitive Scale Inc.
Deloitte inc.
Dessa Inc.
Diligen Inc.
Donna Cona Inc. / Mastech Infotrellis Inc. in Joint Venture
DXC Technology Company
Ernst & Young LLP
Fujitsu Consulting (Canada) Inc.
GlobVision Inc.
Hitachi Consulting Canada Corporation
Hitachi Vantara Inc.
IBM Canada Limited
IMRSV Data Labs Inc.
In2IT Technologies Canada Inc.
ipss inc./ ServiceNow Canada, Inc. in Joint Venture
Irosoft Inc.
KPMG LLP
Lemay Solutions Consulting, Inc.
Lixar I.T. Inc.
Mcafee Canada ULC
McKinsey & Company Canada
Menya Solutions Inc.
Microsoft Canada Inc.
MindBridge Analytics Inc.
Northern Micro Inc.
NewEnergy Community Inc. (dba "NuEnergy.ai")
Nuvoola Inc.
Open Text Corporation
Oproma Inc.
Palantir Technologies Inc.



PricewaterhouseCoopers LLP
SageTea Inc.
SAP Canada, Inc.
SAS Institute (Canada) Inc.
ServiceNow, Inc.
SIA Partners Inc.
Sierra Systems Group Inc.
Sightline Innovation Inc.
Thales Canada Inc.
The Funding Portal Inc.
ThinkData Works, Inc.
Thomson Reuters Canada Limited
9766758 Canada Inc. (operating as "vLex Canada")
Xtract Ai Inc.

1.2. **Term.** The term of the contract is from date of Contract to 90 calendar days following date of Contract, provided that Canada has an irrevocable option to extend the term for an additional 2 year period for Stage III of the Statement of Work.

1.3. **Delivery.** The REP Solution must be delivered as Software as a Service.

2. Bid Requirements

2.1. **Trade Agreements.** 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-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

2.2. **Security Requirements.** There are no security requirements associated with this requirement.

2.3. **Task Authorization.** This bid solicitation is to establish a contract with task authorization for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within the CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the resulting contract.



3. Bidder Requirements

3.1. Code of Conduct

(a) **Compliance with Code of Conduct.** The [Code of Conduct for Procurement](#) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract.

(b) **Bidder Certification.** By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.

3.2. Bid Integrity

(a) **Ineligibility and Suspension Policy.** The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).

(b) **Charges and Convictions.** Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.

(c) **Additional Bid Information.** In addition to all other information required in the bid solicitation, the Bidder must provide the following:

(i) at the time of submitting a response under the Invitation to Qualify (ITQ), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names, and

(ii) with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted



using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

(d) **Bid Certification.** By submitting a bid in response to this bid solicitation, the Bidder certifies that:

- (i) it has read and understands the [Ineligibility and Suspension Policy](#);
- (ii) it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- (iii) it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- (iv) it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- (v) none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
- (vi) it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

(e) **Integrity Declaration Form.** Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

(f) **Incomplete or Inaccurate Responses.** Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.



3.3. Conflict of interest

(a) **Right to Reject.** Canada may reject a bid if the Bidder, any of its subcontractors, any of their respective employees or former employees:

(i) was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of a conflict of interest;

(ii) had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

(b) **Experience Not an Unfair Advantage.** The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

(c) **Notification of Rejection.** Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision.

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

3.5. **Former Public Servants.** Bidders who are former public servants (FPS) in receipt of a pension or of a lump sum payment must provide the information required below before contract award. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

(a) **FPS in Receipt of a Pension.** If the Bidder is an FPS in receipt of a pension, the Bidder must provide the following information:

(i) name of the FPS;

(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](#).



(b) **FPS in Receipt of a Lump Sum Payment.** If the Bidder received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive, the Bidder must provide the following information:

- (i) name of the FPS;
- (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 workforce adjustment program.

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

4. Bid Submission

4.1. **Due Date and Delivery.** 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.

4.2. Delayed Bids

(a) **Cause of Delay.** A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the Bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private Couriers (Purolator Inc., Fedex Inc., etc.) are not considered to be part of CPC for the purposes of delayed bids.

(b) **Evidence of Delay.** The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are: (i) a CPC cancellation date stamp; or (ii) a CPC Priority Courier bill of lading; or (iii) a CPC Xpresspost label that clearly indicates that the bid was mailed before the bid closing date. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.



(c) **Customs Clearance.** It is the responsibility of the Bidder to allow sufficient time to obtain Customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid.

4.3. **Bid Transmission.** Bids may be delivered by mail, fax, or epost Connect. Canada is not responsible for any failed transmission, illegible, corrupted or incomplete receipt, improper identification, or data security. Bids transmitted by mail, fax or epost Connect constitute the formal bid of the Bidder. Unless specified otherwise in the bid solicitation, Bidders may submit bids by mail, fax or epost Connect to:

(a) **Mailing Address:** TBD

(b) **Fax Number:** PWGSC, National Capital Region to 819-997-9776; or PWGSC regional offices at the facsimile number identified in the bid solicitation.

(c) **epost Connect Address:** PWGSC, National Capital Region at tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca; or PWGSC regional offices to the email identified in the bid solicitation.

(d) **epost Connect Requirements**

(i) **Submission Process.** To submit a bid using epost Connect service, the Bidder must either:

(1) send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or

(2) send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

(ii) **epost Connect Conversations.** If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.



(iii) **Conversation Time Periods.** If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.

(iv) **Message Fields.** The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.

(v) **Canadian Mailing Address Required.** It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.

(e) **Authority.** Each Bidder (and each member of a joint venture submitting a Bid) must have legal capacity to contract.

(f) **Procurement Business Number.** Each Bidder (and each member of a joint venture submitting a Bid) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

(g) **Validity of Bids.** Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

(h) **Bids Become Property of Canada.** Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21).

(i) **Joint Venture.** Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

(i) the name of each member of the joint venture;



- (ii) the Procurement Business Number of each member of the joint venture;
- (iii) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- (iv) the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

4.4. Submission of Bids

(a) **Signed Bids.** Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of the resulting contract.

(b) **Bidder Responsibilities.** It is the Bidder's responsibility to:

- (i) **obtain** clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
- (ii) **prepare** its bid in accordance with the instructions contained in the bid solicitation;
- (iii) **submit** by closing date and time a complete bid;
- (iv) **send** its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified in the bid solicitation or to the address specified in the bid solicitation (fax number and related instructions for bids transmitted by fax are provided in section 08);
- (v) **ensure** that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,



(vi) **provide** a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

(c) **Provision of Documentation.** Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

(d) **Bid Language.** Bid documents and supporting information may be submitted in either English or French.

(e) **No Assignment of Bids.** A bid cannot be assigned or transferred in whole or in part.

4.5. Submission of Single Bid

(a) **Single Bid.** A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.

(b) **Related Entities.** 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:

(i) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

(ii) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;



(iii) 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

(iv) 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.

(c) **Joint Ventures.** Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

4.6. Electronic Bid Delivery

(a) **Single Transmission.** If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 4.3 above. 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.

(b) **Bid Sections.** The bid must be gathered per section and separated as follows:

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

4.7. Hard Copy Bid Delivery

(a) **Bid Sections.** 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 (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)
- Section II: Financial Bid (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)
- Section III: Certifications (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)

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

(c) 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.



In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

(b) Discrepancies

(i) 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.

(ii) 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.

4.8. Bid Costs. The Bidder's costs associated with preparing, submitting, and evaluating a bid are the sole responsibility of the Bidder.

4.9. Applicable Laws. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

5. Communications

5.1. Bid Communications. To ensure the integrity of the competitive bid process: (a) all enquiries and other communications regarding the bid solicitation must be directed in writing only to the Contracting Authority identified in the bid solicitation and (b) all



significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

5.2. Bid Enquiries

(a) **Period for Enquiries.** All enquiries must be submitted in writing to the Contracting Authority no later than 10 working days before the bid closing date. Enquiries received after that time may not be answered.

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

5.3. **Bidders' Engagement.** Pre-qualified suppliers from the Artificial Intelligence Source List will be invited to attend a bidder's engagement session. The scope of the requirement outlined in the bid solicitation will be reviewed during the session and questions will be answered. Bidders who do not attend will not be precluded from self-identifying their interest to compete for the requirement as described in article (e) below.

(a) **Location and Time.** The engagement session will be held by Webex session on [DATE TO BE DETERMINED] and will begin at [TIME TO BE DETERMINED].

(b) **Communication with Contracting Authority.** Bidders are requested to communicate with the Contracting Authority at least 24 hours before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of questions they wish to table no later than [BID CONFERENCE CONFIRMATION DATE AND TIME TO BE DETERMINED].

(c) **Clarifications or Changes.** Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation.

(d) **Reducing the Bidding Pool.** Pre-qualified suppliers must self-identify their interest to compete for the requirements no later than five calendar days following the



bidders' engagement session by emailing the Contracting Authority. A maximum of 10 bidders will be invited to bid. Canada will select up to three bidders from the Source List and the remainder will be randomly selected from the Source List. Bidders who do not self-identify their interest to the contracting authority within five calendar days will not be invited to bid.

5.4. Bid 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.

5.5. Improvement of Requirement During Solicitation Period. Should Bidders consider that the specifications or Statement of Work 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 reason 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 at least 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

5.6 Entire requirement. The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

6. Technical Proposal

6.1. 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 items 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.



6.2. Bid Submission Form. Bidders are requested to include the Bid Submission Form - Attachment 2 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.

6.3. Verification of References

(a) **Reference Check Procedures.** For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48 hour period using the e-mail address provided in the bid. Canada will not award any points and/or a Bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within the period specified by Canada.

(i) **Unavailability of References.** If Canada has not received a response within the period specified, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within the period specified by the Contracting Authority. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling to respond).

(ii) **Failure to Respond.** If a response is not received from the contact person within the period specified by Canada, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.

(iii) **Conflicting Information.** Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.

(iv) **Unresponsive or Non-Arm's Length References.** Points will not be allocated and/or a Bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unwilling to provide



the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

(v) **Reference Checks Discretionary.** Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

7. Financial Proposal

7.1. **Financial Bid.** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 3. The total amount of Applicable Taxes must be shown separately.

7.2. **Exchange Rate Fluctuation.** The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

8. Evaluation Procedures and Basis of Selection

8.1. Evaluation Procedures

(a) **Assessment.** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) **Conduct of Evaluation.** In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

(i) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;

(ii) contact any or all references supplied by bidders to verify and validate any information submitted by them;

(iii) request, before award of any contract, specific information with respect to bidders' legal status;

(iv) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;



(v) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;

(vi) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;

(vii) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

(c) **Evaluation Based on Documents Provided.** Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

(d) **Staged Evaluation and Selection Process.** Bids will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria. There are several steps in the evaluation and selection 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.

Title	Ref.	Description	Evaluation Metric
Stage I - Bid Evaluation and Selection	Attachment 4.1, Section 1.1	Mandatory Technical Criteria	Pass/Fail
	Attachment 4.1, Section 1.2	Point-Rated Technical Criteria	Score/ Maximum Score



	Attachment 4, Section 1.3	Mandatory Financial Criteria	Pass/Fail
	Attachment 4, Section 2.1	Basis of Selection	N/A
Stage II - Selection Process for Stage III	Attachment 4.1, Section 2.1	Mandatory Technical Criteria	Pass/Fail
	Attachment 4.1, Section 2.2 (i)	Point-Rated Technical Solution Criteria	Score/ Maximum Score
	Attachment 4.1, Section 2.2 (ii)	Point-Rated End User Usability Assessment Criteria	Score/ Maximum Score
	Attachment 4, Section 4.2.2	Basis of Selection	N/A
	N/A	Acceptance of Solution	N/A

(e) **Evaluation Team.** An evaluation team composed of representatives of Canada will evaluate the bids.

8.2. **Joint Venture Experience.** Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet all mandatory requirements of this bid solicitation. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. 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.

8.3. **Rights of Canada.** Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with Bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;



- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure the best value to Canada.

8.4 Rejection of Bids. Canada may reject a bid where any of the following circumstances is present:

- a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
- e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses



and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.

Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture.

Canada reserves the right to:

- a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
- b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

9. Technical Evaluation.

9.1 Mandatory and Point-Rated Technical Criteria. The mandatory and point-rated technical criteria are described in in Attachment 4.

9.2. Volumetric Data. The data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

10. Financial Evaluation

10.1. Maximum Budget.

- (a) The maximum funding available for the Contract for Stage II resulting from Stage I of the bid solicitation is \$86,975.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.
- (b) The maximum funding available for the Contract for the Stage III resulting from Stage 2 of the bid solicitation is \$217,438.00 (Applicable Taxes extra). Bids valued in



excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

10.2. Blank Prices. Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

10.3. Price. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

10.4. Evaluation of Price for Canadian and Foreign Bidders

(a) **Price Evaluation.** The price of the bid will be evaluated as follows:

(i) Canadian-based Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

(ii) Foreign-based Bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based Bidders.

(b) **Currency Conversion.** Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

(c) **Price FOB.** Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that Bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

(d) **Bidders' Address.** For the purpose of the bid solicitation, Bidders with an address in Canada are considered Canadian-based Bidders and Bidders with an address outside of Canada are considered foreign-based Bidders.



10.5. Price Justification. In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit; or
- (d) any other supporting documentation as requested by Canada.

11. Basis of Selection. The Basis of Selection is described in Attachment 4.

12. Bid Certifications and Other Requirements

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

12.1. Financial Capability

(a) **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information; financial statements, cash flow statements, balance sheets, certifications of chief financial officers, and confirmation letter from all of the financial institution(s).

(b) If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

(c) If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.



(d) **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

(i) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and

(ii) the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

(e) **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).

(f) **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

12.2. Federal Contractors Program for Employment Equity.

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

(b) **Right to Declare Bid Unresponsive.** 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.



12.3. Status and Availability of Resources

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

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

12.4. **Education and Experience.** The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

12.5. Software Publisher Certification and Software Publisher Authorization

(a) **Publisher Certification Form.** If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.



(b) **Software Publisher's Authorization.** Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(c) **Definition of Software Publisher.** In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.



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

Artificial intelligence

This Contract is made on [CONTRACT DATE] (the "Effective Date") between [CONTRACTOR NAME], a [CORPORATE JURISDICTION] corporation with its principal place of business at [CONTRACTOR ADDRESS] (the "Contractor") and [GOVERNMENT OF CANADA ENTITY], with its principal address at [CONTRACTING AUTHORITY ADDRESS] ("Canada").

1. Requirement

1.1. The Contractor agrees to supply to the Client the cloud hosted Regulatory Evaluation Platform (REP) Software Solution "REP Software Solution" described in the Contract, including the Statement of Work and the Contractor's technical bid entitled _____, dated _____ in accordance with, and at the prices set out in, the Contract. This includes:

- granting the licenses for online access and use of the REP Software Solution;
- providing any REP Software Solution-related software applications required for online access and use of the REP Software Solution;
- hosting the REP Software Solution;
- performing any Work required to design or develop features or functionality, and develop and implement any commercially available or custom software components in accordance with the Contract;
- providing training services, as and when requested by Canada;
- providing professional services, as and when requested by Canada, in accordance with the Task authorization (TA) process described herein; and
- providing Software Documentation.

1.2 **Optional Goods and Services.** Canada may acquire the goods, services or both described at Article 7.2 of the Statement of Work upon notice to the Contractor at any time before the end of the Contract.

1.3 License Grant

1.3.1. License.

(a) The Contractor hereby grants to Canada, including to all Canada's Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide Subscription User license, to access and use the "REP Software Solution", as detailed below:

- (i) Type of license being granted: Subscription User License
- (ii) Number of Users:
 - (1) 25 Users in Stage 2
 - (2) 200 Users in Stage 3
- (iii) Delivery Location and Media: Online internet access
- (iv) Term of license: Annual



(v) Requirement:

- (1) 25 temporary subscription user licenses for the initial Contract period
- (2) 200 non-exclusive and transferable subscription user licenses for the Optional Goods and Services

(b) The license granted under the Contract entitles Canada to access, test and use the REP Software 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*.

(c) The license granted under the Contract is unaffected by changes in the environment described in the Statement of Work, such as changes to the operating system, types of Devices, or other software products used by the Users.

(d) In addition to the obligations set out in the Statement of Work, the Contractor must provide the Canadian English and Canadian French language versions of the REP Software Solution.

(e) Additional Rights: The license includes the right for Canada to access and use the REP Software Solution, which includes the rights:

- (A) to generate an unlimited insights and derivatives;
- (B) to access and use the REP Software Solution from an unlimited number of locations, devices, and operating environments;
- (C) to make this use by way of the Internet, or such other means as may become possible from time to time so that Users have “universal access rights” (i.e., a right to access and use the REP Software Solution by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available; and
- (D) 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 of the REP Software Solution;

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

1.3.2. Right to Transfer. Canada may transfer license rights, within the license limits of the REP Software Solution to any Canadian government department, corporation, or agency as defined in the *Financial Administration Act*, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the *Department of Public*



Works and Government Services Act, S.C. 1996, c. 16, provided the Contracting Authority informs the Contractor in writing of the transfer within 30 calendar days of the transfer.

1.3.3. Right to License. The Contractor guarantees (a) it has the right to grant the rights in this Contract, (b) it has all necessary consents, and (c) this Contract contains the only terms between the parties with respect to the REP Software Solution.

1.3.4. "Shrink-Wrap" or "Click-Wrap" Conditions. The Contractor agrees that 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 in the REP Software Solution or conditions that may accompany the REP Software Solution or Work in any manner, regardless of any notification to the contrary.

1.3.5. Software Documentation

(a) The Contractor guarantees that the Software Documentation contains enough detail to permit a User to access, test and use all features of the REP Software Solution.

(b) If the Software Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both French and English. If the Software Documentation is only available in either English or French, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

(c) The Contractor must update the Software Documentation throughout the period of the Contract to the most current release level consistent with the REP Software Solution delivered under the Contract. The Contractor must provide these updates to Canada within ten (10) days of the update being available. These updates must include supporting documentation for all modifications to the REP Software Solution, including new versions and new releases that Canada is entitled to receive under the Contract and must identify any problems resolved, enhancements made, or features added to the REP Software Solution, together with installation instructions.

1.3.6. Client. The Client is Canada School of Public Service.

2. Specifications

2.1. Definition and Delivery. Promptly after the Effective Date, Canada will:

(a) define the specifications of the Software and the schedule for its development and delivery (the "Specifications"), and

(b) deliver to the Contractor a written copy of the Specifications.



3. Work

3.1. Conduct of the Work. The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

3.2. Subcontracts

(a) **Conditions to Subcontracting.** The Contractor may subcontract the performance of the Work, provided (a) the Contractor obtains the Contracting Authority's prior written consent, (b) the subcontractor is bound by the terms of this Contract, and (c) the Contractor remains liable to Canada for all the Work performed by the subcontractor.

(b) **Exceptions to Subcontracting Consent.** The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority: (i) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business (ii) subcontract any incidental services that would ordinarily be subcontracted in performing the Work; (iii) in addition to purchases and services referred to in paragraphs (i) and (ii), subcontract any part or parts of the Work to one or more subcontractors up to a total value of 40 percent of the Contract Price; and (iv) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (i), (ii) and (iii).

3.3. Personnel

(a) **Authorized Personnel.** All the Work must be performed solely by Contractor's authorized personnel.

(b) **Key Personnel.** If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with equivalent qualifications and experience and provide written notice to Canada giving (i) the reason for the replacement, (ii) the name and qualifications of the replacement individual, and (iii) proof that the proposed replacement has the required security clearance from Canada.

(c) **Request to Replace Key Personnel.** The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with terms of replacement of key personnel. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



4. Software Support Services

4.1 **Support Services.** The Contractor must provide the following support services (collectively the “Support Services”).

(a) **User Documentation.** The Contractor must provide all documentation to give appropriately trained users the ability to use all features of the REP Software Solution.

(b) **Technical Support.** The Contractor must provide (i) telephone support in English and French available during business hours and (ii) web support available 24 hours a day, 365 days a year excepting maintenance downtime not to exceed 1% of the time.

(c) **Maintenance.** The Contractor must provide (i) all upgrades, updates, new releases, and other enhancements; (ii) all extensions and other modifications; (iii) all bug fixes and software patches; and (iv) all application programming interfaces (APIs), plug-ins, applets, and adapters.

4.2. Error Resolution

(a) **Error Response.** 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 time frames established in this section, with a correction of the Software Error which caused the failure. All Software Error corrections will become part of the REP Software Solution and will be subject to the conditions of Canada’s license with respect to the REP Software Solution.

(b) Error Resolution

(i) **Severity 1:** In the event of total inability to use the REP Software Solution, resulting in a critical impact on user objectives, then on notification by Canada to the Contractor, the Contractor will begin continuous work on the issue and provide reasonable effort for workaround or solution within 24 hours.

(ii) **Severity 2:** In the event that user operation of the REP Software Solution is seriously restricted, the Contractor will work during normal business hours to provide reasonable effort for workaround or solution within 72 hours.

(iii) **Severity 3:** In the event that user operation of the REP Software Solution is limited, but not critical to overall to overall user operations, the Contractor will work during normal business hours to provide reasonable effort for workaround or solution within 14 days.

(iv) **Severity 4:** In the event of all other issues affecting user operation of the REP Software Solution, the Contractor will work during normal business hours to provide reasonable effort for workaround or solution within 90 days.



(c) **Exceptions to Error Correction Services.** The Contractor is not obligated to correct a failure of the Licensed Programs to operate in accordance with the Specifications if the failure results from: (i) use of the REP Software Solution by Canada that is not in accordance with Canada's license; (ii) the use of hardware or software that is supplied by a person other than the Contractor or a subcontractor and that is not in accordance with the Specifications; or (iii) modifications to the REP Software Solution that are not approved by the Contractor or a subcontractor.

4.3. Term of Support

(a) **Initial Support.** For the 27 month period beginning on the Effective Date, the Contractor must provide to Canada the Support Services at the Contractor's own expense.

5. Task Authorization (TA)

The Contractor's services described in statement of work under optional task authorized professional services performed under this Contract will be on an "as and when requested basis" using a Task Authorization.

5.1. **Form and Content of TA.** A TA will contain (a) Contract and TA number, (b) the details of the required activities and resources, (c) a description of the deliverables, (d) a schedule indicating completion dates for the major activities or submission dates for the deliverables, (e) security requirements, and (f) costs.

5.2. **Contractor's Response to TA.** The Contractor must provide to Canada, within the period specified in the TA, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the fees. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

5.3. **TA Limit and Authorities for Validly Issuing TAs.** A validly issued TA must be signed by the appropriate Canadian Authority as set forth in this Contract. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk.

5.4. **Periodic Usage Reports.** The Contractor must compile and maintain records on its provision of services to the federal government under the valid TAs issued under this Contract.

5.5. **Refusal of TAs.** The Contractor is not required to submit a response to every draft TA sent by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA.



5.6. Consolidation of TAs for Administrative Purposes. This Contract may be amended from time to time to reflect all validly issued TAs to date, to document the Work performed under those TAs for administrative purposes.

6. Inspection and Acceptance of the Work

6.1. Inspection by Canada. All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract or the Contractor's responsibilities with respect to warranty, maintenance or support under the Contract. Canada may reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

6.2. Inspection Procedures. Unless provided otherwise in the Contract, the acceptance procedures are as follows:

(a) when the Work is complete, the Contractor must notify the Technical or Project Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;

(b) Canada will have 30 days from receipt of the notice to perform its inspection (the "Acceptance Period").

6.3. Deficiencies. If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again.

6.4. Access to Locations. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.

6.5. Contractor Inspection. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada.

6.6. Inspection Records. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.



7. Contract Period

7.1. **Initial Term.** This Contract begins on date of Contract and ends on 90 calendar days following date of Contract

7.2. **Extended Term.** Canada may extend the term of this Contract an additional 27 months for the Work described under Stage III upon notice to the Contractor at least 10 calendar days before this Contract ends.

8. Fees

8.1. Stage II

For the Work described in article 7.1 of the Statement of Work in Annex B:

Canada will pay the Contractor the price as detailed in Table 1 of Annex C, Method and Basis of Payment. Customs duties are included and Applicable Taxes are extra.

8.2. Stage III (A)

For the Work described in article 7.2 of the Statement of Work in Annex B:

Canada will pay the Contractor the price as detailed in Table 2 of Annex C, Method and Basis of Payment.

8.3. Stage III (B)

For the Work described in article 7.2 of the Statement of Work in Annex B:

Canada will pay the Contractor the rate(s) and/or price(s) as detailed in Table 3, 4, 5, 6 of Annex C, Method and Basis of Payment to a ceiling price of \$ [AMOUNT TO BE INSERTED AT CONTRACT AWARD].

- a) **Annual Subscription User Licence Fee.** Canada will pay the Contractor the price listed in Table 3 of Annex C, Basis and Method of Payment.
- b) **Training.** Canada will pay the Contractor the price as detailed in Table 4 of Annex C, Method and Basis of Payment. Customs duties are included and Applicable Taxes are extra.
- c) **Additional Annual Subscription User Licence Fee.** Canada will pay the Contractor the price listed in Table 5 of Annex C, Basis and Method of Payment.
- d) **Professional services.** Canada will pay the Contractor, in accordance with Table 6 of Annex C, Basis and Method of Payment, the daily labour rates specified in the Contract, to a ceiling price of \$ [AMOUNT TO BE INSERTED AT CONTRACT AWARD].



9. Payments

9.1. Invoices

(a) **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with this contract. Each invoice must indicate whether it covers partial or final delivery.

(b) **Invoice Requirements.** Invoices must be submitted in the Contractor's name and contain:

(i) the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);

(ii) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;

(iii) Applicable Taxes must be shown as a separate line item along with corresponding registration numbers from the tax authorities and all items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices

(iii) deduction for holdback, if applicable;

(iv) the extension of the totals, if applicable; and

(iv) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

(c) Taxes

(i) **Payment of Taxes.** Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(ii) **Withholding for Non-Residents.** Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

(d) **Certification of Invoices.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

9.2. **Payment Period.** Canada will pay the Contractor's undisputed invoice amount within 30 CALENDAR days after receipt of invoice in acceptable form and content. In the event, an



invoice is not in acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

9.3. Interest on Late Payments. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor.

9.4. Right of Set-Off. When making a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

9.5. Electronic Payment of Invoices. 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);
- (f) Large Value Transfer System (LVTS) (Over \$25M)

9.6. Financial Accounts and Audit

(a) **Accounts and Records.** The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

(b) **Time Records.** If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

(c) **Retention of Records.** Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the



information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

(d) **Government Audit.** The amount claimed under the contract is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

10. Warranty

10.1. **Services Warranty.** The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

10.2. **Performance Warranty.** The Contractor warrants that a period of 90 calendar days from Canada's acceptance of the REP Software Solution (the "Warranty Period"),

(a) the REP Software Solution will operate on the computer system or systems on which the REP Software Solution is accessed in accordance with the documentation and the specifications,

(b) the Work will be performed in a professional manner in accordance with industry standards,

(c) the documentation will be free from all defects in materials and will conform with the requirements of this Contract.

10.3. Service Levels

(a) **Applicable Levels.** The Contractor will provide the Service to Canada with a System Availability (defined as the percentage of minutes in a month that the key components of the Service are operational) of at least [98]% during each calendar month.

(b) **Exceptions to "System Availability".** "System Availability" will not include any minutes of downtime resulting from (i) scheduled Maintenance, (ii) events beyond the Contractor's control, (iii) issues associated with Canada's computing devices or internet service provider connections, or (iv) Canada's acts or omissions.

10.5. **No Infringement.** The Contractor warrants that nothing in the REP Software Solution, or in Canada's use of the REP Software Solution, will infringe or constitute a misappropriation of the intellectual property or other rights of a third party.

10.6. Remedies



(a) **REP Software Solution.** If at any time during the Warranty Period the REP Software Solution fails to meet its warranty obligations, the Contractor must as soon as possible correct at its own expense any errors or defects and make any necessary changes to the REP Software Solution.

(b) **Documentation.** If at any time during the Warranty Period Canada discovers a defect or non-conformance in any part of the documentation, the Contractor must as soon as possible correct at its own expense the defect or non-conformance.

(c) **Services.** If at any time during the Warranty Period Canada discovers a defect or non-conformance in any service, the Contractor must as soon as possible correct or re-perform the nonconforming service.

(d) **Media.** Canada may return non-conforming or defective media to the Contractor within the Warranty Period with written notice of the non-conformance or the defect, and the Contractor must promptly replace that media with corrected media at no additional cost to Canada.

10.7. Canada's Right to Remedy. If the Contractor fails to fulfill any obligation described herein within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.

10.8. Extension of Warranty. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good, for the greater of: (a) the warranty period remaining, including the extension, or (b) 90 days or such other period as may be specified for that purpose by agreement between the Parties.

11. Restricted Uses

Canada will not knowingly

(a) distribute, license, loan, or sell the REP Software Solution,

(b) impair or circumvent the REP Software Solution's security mechanisms, or

(c) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the REP Software Solution.

12. Confidentiality

12.1. Definition of Confidential Information. "Confidential Information" means all material, non-public information, written or oral, whether or not it is marked, that Canada discloses or makes available to the Contractor, directly or indirectly, through any means of



communication or observation, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under this Contract.

12.2. Contractor's Obligations

(a) **Confidentiality Obligation.** The Contractor will hold the Confidential Information in confidence.

(b) **Marking.** Wherever possible, the Contractor must mark or identify any Confidential Information delivered to Canada under this Contract as "Property of [CONTRACTOR'S NAME], permitted government uses defined under Public Works and Government Services (PWGSC) Contract No. [CONTRACT NUMBER]". Canada is not liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

(c) **Use of Information.** The Contractor may only use the Confidential Information in accordance with the terms of this Contract and solely for providing the REP Software Solution and Services.

(d) **Standard of Care.** The Contractor will exercise reasonable care to protect the Confidential Information from any loss or unauthorized disclosure.

(e) **Notification of Disclosure.** The Contractor must immediately notify Canada if it discovers any loss or unauthorized disclosure of Confidential Information.

(f) **Permitted Disclosure.** The Contractor may disclose Confidential Information (i) if and to the extent that Canada consents in writing to such disclosure, or (ii) to the Contractor's officers, directors, employees, affiliates, or representatives who (1) need-to-know that Confidential Information in furtherance of the Contractor providing the REP Software Solution, (2) have been informed of the confidentiality obligations of this Contract, and (3) agree to abide and be bound by the provisions this Contract.

(g) **Return or Destruction of Confidential Information.** On the expiration or termination of this Contract, or on Canada's request, the Contractor must promptly (i) return to Canada all Confidential Information provided by Canada, (ii) destroy all copies made of Confidential Information, and (iii) if requested by Canada, deliver to Canada a certificate executed by the Contractor confirming compliance with the return or destruction obligation under this *Contractor's Obligations* section.

12.3. **Canada's Obligations.** Subject to the Access to Information Act, R.S.C., 1985, c. A-1, and to any right of Canada under this Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under this Contract that is proprietary to the Contractor or its subcontractor.



12.4. Non-Confidential Information. The restrictions of this Contract on use and disclosure of Confidential Information will not apply to information that, without the breach of this Contract,

(a) is already known to the receiving party,

(b) is or becomes publicly known,

(c) is or subsequently comes into the possession of the receiving party from a third party,
or

(d) is independently developed by the receiving party without the use of Confidential Information.

13. Data Protection

The Contractor must safeguard Canada Data at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must

(a) store the Canada Data electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Canada Data is stored,

(b) ensure that passwords or other access controls are provided only to individuals who require access to the Canada Data to perform the Service,

(c) not outsource the electronic storage of Canada Data to a third party (including an affiliate) unless Canada has first consented in writing,

(d) safeguard any database or computer system on which the Canada Data is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information,

(e) maintain a secure backup copy of all Records, updated at least weekly,

(f) implement any reasonable security or protection measures requested by Canada from time to time and,

(g) notify Canada immediately of any security breaches (such as any time an unauthorized individual accesses any Canada Data).

14. Data Use

The Contractor may not collect, analyze, or use Canada Data for any purpose other than to deliver the Service.



15. Data Retrieval and Destruction

15.1. **Data Retrieval.** On Canada's request, the Contractor must deliver to Canada a full copy of the Canada Data, in a format the parties agree on in writing.

15.2. **Data Destruction.** On the expiration or termination of this Contract, or on Canada's request, the Contractor must (i) promptly destroy all Canada Data in its control, and (ii) if requested by Canada, deliver to Canada a certificate executed by the Contractor confirming compliance with the destruction obligation.

16. Data Security Audit

16.1. **Security Audit.** The Contractor shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the security standards and procedures required by this Contract. If Canada chooses to conduct its own security audit, such audit shall be at its own expense.

16.2. **Audit Reports.** If the audit shows any matter that may adversely affect Canada, the Contractor shall disclose such matter to Canada and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Canada, the Contractor shall provide the audit report or a summary to Canada.

16.3. **Corrections.** The Contractor shall promptly correct any deficiency found in a security audit.

17. Insurance

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

18. Intellectual Property Ownership

18.1. **Contractor Software.** Contractor retains all right in and to the REP Software Solution.

18.2. **Work Delivered to Canada.** All Work delivered by the Contractor to Canada including all derivatives and cognitive insights shall be the property of Canada.

18.3 **Canada Data.** Canada retains all rights to any Canada Data. Canada grants the Contractor a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to host Canada Data solely in accordance with the terms of this contract.

18.4 **Contractor Service.** The Contractor retains all right in and to the Contractor Service. The Contractor grants Canada a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Service solely in accordance with the terms of this Contract.



19. Certifications and Additional Information

19.1. **Compliance with Certifications.** 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.

19.2. **Compliance with Laws.** The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

19.3. **Permits and Licenses.** The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

20. Suspension and Termination

20.1. Suspension of the Work

(a) **Right to Suspend Work.** The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not limit access to any part of the Work or REP Software Solution without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract in accordance with the Termination terms of this Contract.

(b) **Effect of Suspension.** When an order is made to suspend the Work, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract.

(c) **Resumption of Work.** When a suspension is canceled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

20.2. **Termination for Convenience.** Canada may terminate this Contract in whole or in part for any reason on [TERMINATION NOTICE BUSINESS DAYS] business days' notice to the other party. Once such a notice of termination for convenience is given, the Contractor



must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice.

20.3. Canada's Right to Termination on Default or upon Insolvency. The Contracting Authority may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if (a) the Contractor fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of [BREACH CONTINUATION DAYS] Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach, or (b) the Contractor party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

20.4. Contractor Right to Terminate. The Contractor may terminate Canada's license with respect to the REP Software Solution by giving the Contracting Authority written notice to that effect if Canada is in breach of its license with respect to the REP Software Solution, or fails to pay for the license in accordance with the Contract, and if that breach continues for a period of thirty (30) days after the Contracting Authority receives written notice from the Contractor giving particulars of the breach.

21. Effect of Termination

21.1. No Further Payment. If Canada terminates the Contract for default or insolvency, the Contractor will have no claim for further payment except as provided in this section.

21.2. Pay Outstanding Amounts.

(a) **Eligible Costs.** If Canada terminates the Contract for convenience, Canada shall pay to the Contractor costs that have been reasonably and properly incurred by the Contractor to perform the Contract plus a fair and reasonable profit as determined by PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts for any part of the Work commenced, but not completed, prior to the date of the termination notice;

(b) **Ineligible Costs.** The Contractor agrees that it is not entitled to: (i) any anticipated profit on any part of the Contract terminated; (ii) cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay; and (iii) damages, compensation and allowance resulting from the termination except to the extent that this section expressly provides.

21.3. Refund Amounts. The Contractor must promptly refund to Canada any amounts paid in advance covering the remainder of the term of this Contract after the effective date of termination.



21.4. Maximum Payment. The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

21.5. Delivery of Work. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:

- (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- (b) the cost to the Contractor that Canada considers fair and reasonable in, in accordance with subsection *Pay Outstanding Amounts herein*, in respect of anything else delivered to and accepted by Canada.

21.6. Title to Property. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.

21.7 Termination in Error. If the Contract is terminated for default or insolvency, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience.

22. Indemnification

The Contractor must indemnify Canada against all losses and expenses (including reasonable attorneys' fees) arising out of any proceeding (i) brought by a third party, and (ii) arising out of a claim that the Software infringes the third party's Intellectual Property rights.

23. Limitation on Liability

(a) Except as expressly provided in paragraph (b), the Contractor is liable to Canada for all direct damages it causes in performing or failing to perform the Contract in relation to:

1. the Contractor's acts or omissions under the Contract affecting real or tangible personal property owned, possessed or occupied by Canada;
2. the Contractor's breach of confidentiality obligations under the Contract, but such limitation does not apply to the disclosure by Contractor of the trade secrets of Canada or a third party related to information technology;
3. Liens or encumbrances relating to any portion of the Work under the Contract, not including claims or encumbrances relating to intellectual property rights; and



4. Contractors breach of warranty obligations;

However, the Contractor is not liable to Canada for indirect, special or consequential damages caused by items 1 to 4 above.

(b) With respect to all direct damages not listed above, including direct damages related to the Contractor's breach of warranty obligations, the Contractor's maximum liability to Canada is the total estimated cost of the Contract (meaning the dollar amount shown on the first page of the Contract in the block titled "**Total Estimated Cost**"). Within this maximum, all direct damages not listed above that do not relate to breach of warranty are subject to a maximum of .25 times the Total Estimated Cost.

(c) 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.

(d) None of the above limitations apply to damages based on loss of life or injury or claims based on infringement of intellectual property.

24. General Provisions

24.1. **Entire Agreement.** This Contract is the entire agreement between the parties and supersedes all previous communications and agreements.

24.2. **Amendment.** Amendments to this Contract must be in writing and signed by the Contracting Authority and the authorized representative of the Contractor.

24.3. **Assignment.** The Contractor may only assign this Contract if (a) the Contracting Authority agrees to the assignment in a signed writing and (b) the Contractor remains responsible for the assignee's performance.

24.4. **Notice.** Any notice under this Contract must be in writing and may be delivered by hand, courier, mail, facsimile or another electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in this Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada.

24.5. **Applicable Laws.** This Contract will be interpreted and governed by the laws of [PROVINCE].

24.6. **Survival.** All the parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

24.7. **Excusable Delay**



(a) **No Liability.** The Contractor will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control that could not reasonably have been foreseen or prevented by means reasonably available to the Contractor, provided the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it.

(b) **Notification of Circumstances.** The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

(c) **Delivery and Due Dates.** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

(d) **Right to Terminate.** In the event such an event prevents performance thereunder for a period in excess of 30 calendar days, then the Contracting Authority may elect to terminate this Contract with the effect of a termination for default.

24.8. **Severability.** If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.

24.9. **Waiver.** The failure or neglect by a party to enforce any of rights under this Contract will not be deemed to be a waiver of that party's rights.

24.10. **No Bribe.** The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

24.11. **Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

24.12. **International Sanctions.**

(a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).



(b) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

(c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 18.2.

24.13. Integrity Provisions - Contract. The *Ineligibility and Suspension Policy* (the “Policy”) and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at [Ineligibility and Suspension Policy](#).

24.14. Code of Conduct for Procurement - Contract. The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

24.15. Conflict of interest and Values and Ethics Codes for the Public Service. The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

24.16. Authorities

Contracting Authority

The Contracting Authority for the Contract is:

Name:

Title: Contracting Officer

Public Works and Government Services Canada

Acquisitions Branch (STAMS)

Les Terrasses de la Chaudière

10 Wellington Street

Gatineau, Quebec

K1A 0S5



Telephone:

E-mail address: @tpsgc-pwgsc.gc.ca

The PWGSC Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client.

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.

Client Technical Authority

The Client Technical Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

The Client Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. 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.

Client Administrative Contact

The Client Administrative Contact is:

Name:



Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

The Client Administrative Contact must receive the original Invoice. All inquiries for request for payment must be made to the Client Administrative Contact.

Contractor's Representative

The Contractor's Representative is:

Name:

Title:

Telephone:

Facsimile:

E-mail address:

24.17. 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 Articles of Agreement;
- (b) Annex A, Definitions and Interpretations
- (c) Annex B, Statement of Work OR Requirement;
- (d) Annex C, Basis and Method of Payment;
- (f) Annex D, Task Authorization Form;
- (g) the signed Task Authorizations (including all of its annexes, if any) (if applicable);
- (h) the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).



This Contract has been executed by the parties.

[CONTRACTOR NAME]

[CONTRACTING AUTHORITY]

By:

By:

Name:

Name:

Title:

Title:

DRAFT



ANNEX A

DEFINITIONS AND INTERPRETATIONS

In this Contract, unless the context otherwise requires, the following terms shall have the following meanings:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

"Canada" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Canada Data" means (i) any data provided to the Contractor by Canada or at its direction in connection with the Service, (ii) all content that the Contractor develops and delivers to Canada, and that Canada accepts, in accordance with this Contract, and (iii) all derivatives and cognitive insights that may be discovered from the use of artificial intelligence technology.

"Client" means the department or agency for which the Work is performed.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;



"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contractor Services" means the online utilities, content, and all associated intellectual property rights offered by the Contractor

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

"Device" means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.

"General Conditions" means the general conditions that form part of the Contract;

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

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



"Maintenance Releases" means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the REP Software Solution developed or published by the Contractor or its licensor;

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

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

An amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

"Software as a Service" means the capability provided to the consumer is to use the provider's applications running on a cloud infrastructure.

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

"Software Error" means any software instruction or statement contained in or absent from the Licensed Programs, which, by its presence or absence, prevents the Licensed Programs from operating in accordance with the Specifications.

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;



"User" means an individual authorized by the Client to use the REP Software Solution under the Contract and for the purposes of this contract, includes any employee, agent or contractor authorized to use the REP Software Solution.

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

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ANNEX B

STATEMENT OF WORK

Please see Annex A of the Notice of Proposed Procurement.

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Appendix 1 to Annex A

REGULATORY EVALUATION PLATFORM – USE CASES FOR REQUIRED SOLUTION

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ANNEX C

METHOD AND BASIS OF PAYMENT

1. Core Work

1.1 Stage II - Core Work to develop and deliver a REP Software Solution Prototype

Table 1 - Firm All-Inclusive Price (applicable taxes extra) for the Work described in article 7.1 Stage II: Develop and deliver a REP Software Solution Prototype of the Statement of Work in Annex B, including 25 temporary Subscription User Licenses to access and use the REP Software Solution Prototype for evaluation purposes during the initial contract period:

Item #	Description	Due Date	Firm All-Inclusive Price
1	Deliverable No. 8.1.1, 8.1.2, 8.1.3 and 8.1.4 of the Statement of Work in Annex B	40 business days following date of Contract	\$

2. Optional Goods and Services

2.1 Stage III - Finalization and delivery the REP Software Solution

2.1.1 Stage III (A) - Finalization of the REP Software Solution

Table 2 - Firm All-Inclusive Price (applicable taxes extra) for the Work described in article Stage III (A) Finalization of the REP solution of the Statement of Work in Annex B:

Item #	Description	Due Date	Firm All-Inclusive Price
1	Deliverable No. 8.2.1, 8.2.3, 8.2.4 and 8.2.5 of the Statement of Work in Annex B	80 business days following initiation of Stage III	\$



2.1.2 Stage III (B) - Delivery of Final REP Solution

2.1.2.1 Annual Subscription User Licenses

Table 3 - Firm all-inclusive price for Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support (excluding Training) as described in the Statement of Work in Annex B:

Item #	Description	Due Date	Firm All-Inclusive Price
1	Annual Software as a Service Subscription User License for 200 Users	April 1, 2020	\$

2.1.2.2 Training

Table 4 - Firm all-inclusive price for Training as detailed in the Statement of Work in Annex B:

Item #	Description	Due Date	Firm All-Inclusive Price
1	Training	TBD	\$

Total Estimated Price for Annual Subscription User Licenses Training: \$_____

2.1.2.3 Additional Annual Subscription User Licenses

Table 5 - Firm all-inclusive price per user for Optional Additional Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support as described in Statement of Work in Annex B:

Item #	Description	Unit of Measure	Firm All- Inclusive Price per user
1	Optional Additional Annual Subscription User Licenses*	Per User	

*Note: In order to provide for a common termination date for the REP Software Solution, where additional Subscription User Licenses to access and use the REP Software Solution are acquired part way through the Contract Period, Canada will pay an amount based on the Firm Price per User per year herein, divided by 12 and then multiplied by the number of months to the end of the current contract period.

Total Estimated Ceiling Price for Additional Annual Subscription User Licenses: \$(Unfunded)



2.1.2.4 Task Authorized Work

Table 6 - Firm all-inclusive per diem rates for each Category of Work including overhead and profit, and excluding materials and supplies, applicable taxes extra to be provided on an “as and when requested basis” as described in Statement of Work in Annex B:

Item #	Category of Work	Firm All-Inclusive Per Diem Rate
1		
2		
3		
4		

Total Estimated Ceiling Price for Task Authorized Work: \$(Unfunded)

3. Method of Payment

3.1 Advance Payment - For Annual and Additional Annual Subscription User Licenses

Canada will pay the Contractor in advance for the Work if:

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

3.2 Monthly Payment - For Stage II, Stage III (A) Stage III (B) Training and Task Authorized Work

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

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



ANNEX D

TASK AUTHORIZATION (TA) FORM

Contractor:		Contract Number:	
Commitment: #		Financial Coding:	
Task Number (Amendment):		Issue Date:	Response Require By:
1. Statement of Work (Work Activities, Certifications and Deliverables)			
See attached for Statement of Work and Certifications required.			
2. Period of Service:	From (Date)		To (Date)
3. Work Location:			
4. Travel Requirements:			
5. Language Requirement:			
6. Other Conditions/Constraints:			
7. Level of Security Clearance required for the Contractor Personnel:	N/A		
8. Contractor's Response:			
Category and Name of Proposed Resource	PWGSC Security File Number	Per Diem Rate	Estimated # of Days
	N/A		
Estimated Cost			



Applicable Taxes	
Total Labour Cost	
Firm Price TA	
Contractor's Signature	
Name, Title and Signature of Individual Authorized to sign on behalf of the Contractor (type or print) _____	Signature: _____ Date: _____
Approval - Signing Authority	
Signatures (Client) Name, Title and Signature of Individual Authorized to sign: Technical Authority: _____ Date: _____	Signatures (PWGSC) Contracting Authority ¹ : _____ Date: _____
¹ Signature required for TA valued at \$ _____ or more, Applicable Taxes included.	
You are requested 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 services listed herein and in any attached sheets at the price set out thereof.	



Attachment 1

Solicitation Definitions and Interpretations

In this Solicitation, unless the context otherwise requires, the following terms shall have the following meanings:

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

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

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

"Joint Venture" means an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement.

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

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



Attachment 2

Bid Submission Form

1. BIDDER INFORMATION			
A. Bidder's full legal name			
<i>Note to Bidders: The "Bidder" is the person or entity (or, in the case of a joint venture, the persons or entities) submitting the bid. If the Bidder is a joint venture, indicate the lead party. Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.</i>			
Name:			
Bidder's mailing address	Address:		
	City:		Province:
	Postal Code:		
B. Bidder's Procurement Business Number (PBN)			
<i>Note to Bidders: Please ensure that the PBN provided matches the legal name of the Bidder. 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.</i>			
PBN:			
C. Identification of Joint Venture Parties			
<i>Note to Bidders: If the bid is submitted on behalf of a joint venture, please provide:</i>			
a. <i>the name of each member of the joint venture;</i>			
b. <i>the PBN of each member of the joint venture;</i>			
c. <i>the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;</i>			
d. <i>the name of the joint venture, if applicable.</i>			
<i>(Indicate "N/A" if not applicable.)</i>			
Name of joint venture member		PBN of joint venture member	
Name:		PBN:	
Name:		PBN:	
Name:		PBN:	
Authorized Representative of the Bidder	Name:		
	Title:		
	Tel. No:		
	Fax No:		
	Email:		
Name of Joint Venture:			



D. Applicable Laws

Note to Bidders: 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.

Applicable Laws:

E. REP Software Solution Maintenance and Support

Toll-free Telephone Access:

Toll-Free Fax Access:

E-Mail Access:

Website address for web support:

F. Electronic Payment Instruments

Note to Bidders: If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, identify below which ones are accepted.

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);
- Large Value Transfer System (LVTS) (Over \$25M);



2. BIDDER CERTIFICATION 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.

A. 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 provided will render the bid non-responsive.

a. Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's 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.

b. Status and Availability of Resources



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

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

c. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

d. Former Public Servant (FPS)

(a) 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.

<p>(b) Former Public Servant in Receipt of a Pension</p> <p>As per the above definitions, is the Bidder a FPS in receipt of a pension?</p>	<p>Yes () No ()</p>
---	------------------------------



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		

(Insert columns as applicable)

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](#).

<p>(d) Work Force Adjustment Directive</p> <p>Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?</p>	<p>Yes () No ()</p>
--	------------------------------

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) name of former public servant;		
(vii) period of lump sum payment including		



	start date, end date and number of weeks;			
	(viii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.			

(Insert columns as applicable)

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.

Software Publisher Certification:

The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:

<p><i>Note to Bidders:</i> To be completed where the Bidder itself is the Software Publisher. If the Bidder is not the Software Publisher for all software products, complete Appendix A to Attachment 2 for the products that are not OEM.</p>	Name of Software:	
	Name of Software:	

Integrity Provisions – Required Documentation – List of Names

Note to Bidders: The Bidder must identify any changes affecting the list of names submitted with their response to the ITQ.

Comments:

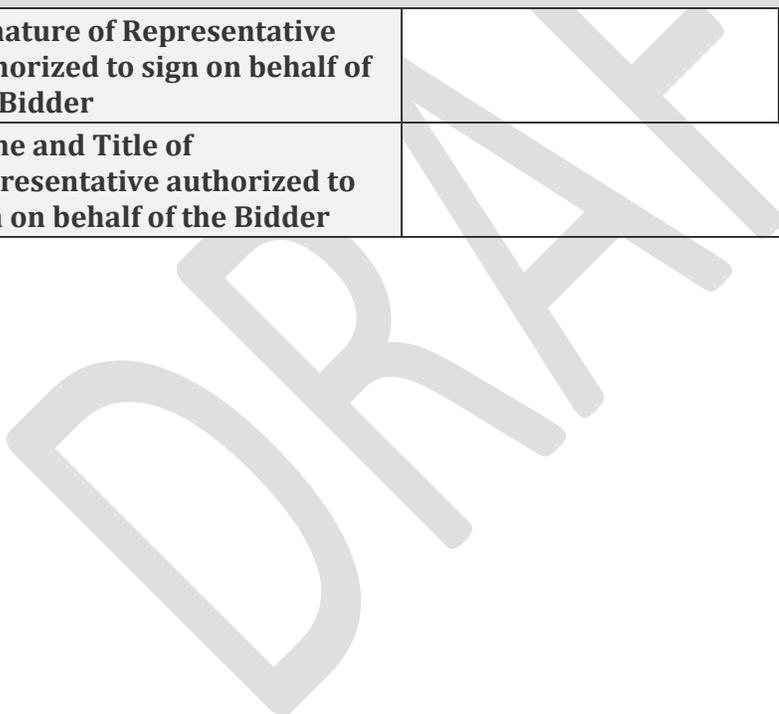


Acknowledgments

By submitting a bid, the Bidder acknowledges that:

- The Bidder hereby offers 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;
- This bid is valid for the period requested in the bid solicitation;
- All the information provided in the bid is complete, true and accurate;
- The Bidder Representative has the authority to submit this bid on behalf of the Bidder;
- 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 solicitation; and
- The Bidder understands that a signature may be requested later during the Public Service and Procurement Canada (PSPC) contract award process.

Signature of Representative authorized to sign on behalf of the Bidder		Date	
Name and Title of Representative authorized to sign on behalf of the Bidder			





	Solicitation Number		
	Name of Bidder		

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Attachment 3

Financial Bid Presentation Sheet

1. Core Work

1.1 Stage II - Core Work to develop and deliver a REP Software Solution Prototype

Table 1 - Firm All-Inclusive Price (applicable taxes extra) for the Work described in article 7.1 Stage II: Develop and deliver a REP Software Solution Prototype of the Statement of Work in Annex B, including 25 temporary Subscription User Licenses to access and use the REP Software Solution Prototype for evaluation purposes during the initial contract period:

Item # (A)	Description (B)	Due Date (C)	Firm All-Inclusive Price (D)
1	Deliverable No. 8.1.1, 8.1.2, 8.1.3 and 8.1.4 of the Statement of Work in Annex B	40 business days following date of Contract	\$
Total Evaluated Bid Price for Stage II (=D1)			\$

Note to Bidder: The Evaluated Bid Price for Stage II (Table 1) must not exceed \$86,975.00 (applicable taxes extra).

2. Optional Goods and Services

2.1 Stage III - Finalization and delivery the REP Software Solution

2.1.1 Stage III (A) - Finalization of the REP Software Solution

Table 2 - Firm All-Inclusive Price (applicable taxes extra) for the Work described in article Stage III (A) Finalization of the REP solution of the Statement of Work in Annex B:

Item # (A)	Description (B)	Due Date (C)	Firm All-Inclusive Price (D)
1	Deliverable No. 8.2.1, 8.2.3, 8.2.4 and 8.2.5 of the Statement of Work in Annex B	80 business days following initiation of Stage III	\$
Total Evaluated Bid Price for Stage III (A) Finalization of the REP solution (=D1)			



2.1.2 Stage III (B) - Delivery of Final REP Solution

Table 3 - Firm all-inclusive price for Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support (excluding Training) as described in the Statement of Work in Annex B:

Item # (A)	Description (B)	Due Date (C)	Firm All-Inclusive Price (D)
1	Annual Software as a Service Subscription User License for 200 Users	April 1, 2020	\$
Total Evaluated Bid Price for Stage III (B) Annual Software as a Service Subscription User License (=D1)			

Table 4 - Firm all-inclusive price for Training as detailed in the Statement of Work in Annex B:

Item # (A)	Description (B)	Due Date	Firm All-Inclusive Price (C)
1	Training		\$
Total Evaluated Bid Price for Stage III (B) Training (=C1)			

Note to Bidder: The Evaluated Bid Price for Stage III Tables 2, 3 and 4 must not exceed \$217,438.00 (applicable taxes extra) combined.

2.2 Stage III (B) - Optional Additional Annual Subscription User Licenses

Table 5 - Firm all-inclusive price per user for Optional Additional Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support as described in Statement of Work in Annex B:

Item # (A)	Description (B)	Unit of Measure (C)	Firm All-Inclusive Price per user (D)	Estimated Quantity (Users) (E)	Total Extended Price (D) x (E) = (F)
1	Optional Additional Annual Subscription User Licenses*	Per User		10	
Total Evaluated Bid Price for Stage III (B) Optional Additional Annual Subscription User Licenses(=F1)					



Note: For *evaluation purposes only*, Bidders will be assessed on the basis of a total of 10 Additional Users.

2.3 Stage III (B) - Task Authorized Optional Professional Services

Table 6 - Firm all-inclusive per diem rates for each Category of Work including overhead and profit, and excluding materials and supplies, applicable taxes extra to be provided on an “as and when requested basis” as described in Statement of Work in Annex B:

Item #	Category of Work	Estimated Quantity (Days) for Evaluation Purposes	Total Estimated Quantity (Days) for Evaluation Purposes*	Firm All-Inclusive Per Diem Rate	Extension
(A)	(B)	(C)	(D)	(E)	(D) x (E) = (F)
1			10		
2					
3					
4					
Total Evaluated Bid Price for Stage III (B) Task Authorized Optional Professional Services (=F1:F4)					

Note: For *evaluation purposes only*, Bidders will be assessed on the basis of a total of 10 days for professional services. Bidders are requested to allocate the hours in column (A) across each category of resource proposed, at the Bidders’ discretion, but must total 10 days.

In the event the Bidder identifies less than 10 days, Canada will add the requisite number of days to the highest per diem rate category of resource. Where the Bidder identifies more than 10 days Canada will reduce the level of effort for the lowest per diem rate category of resource.



3. Total Evaluated Bid Price

Table (A)	Description (B)	Total Evaluated Bid Price per Table (C)
1	Total Evaluated Bid Price for Stage II	\$
2	Total Evaluated Bid Price for Stage III (A) Finalization of the REP solution	\$
3	Total Evaluated Bid Price for Stage III (B) Annual Subscription User License	\$
4	Total Evaluated Bid Price for Stage III (B) Training	\$
5	Total Evaluated Bid Price for Stage III (B) Optional Additional Annual Subscription User Licenses	\$
6	Total Evaluated Bid Price for Stage III (B) Task Authorized Optional Professional Services	\$
Total Evaluated Bid Price (=C1:C6)		\$

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Attachment 4

Evaluation Criteria and Basis of Selection

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FALL ECONOMIC STATEMENT 2018
Highlights Internal Trade and Regulatory Agility
Chapter 3
CONFIDENCE IN CANADA'S ECONOMIC FUTURE

Removing Barriers to Trade within Canada

Recognizing the opportunity that internal trade represents, the *Fall Economic Statement* (FES) reaffirms the federal government's commitment to strengthening freer trade within Canada, and proposes that the federal government will work with provincial and territorial partners to accelerate action to remove regulatory and other barriers in four specific areas:

- Transporting goods between provinces and territories (see "Harmonizing Requirements for the Trucking Industry" for one example).
- Harmonizing food regulations and inspection rules across the country.
- Aligning regulations in the construction sector, including the harmonization of building codes across Canada.
- Facilitating greater trade in alcohol between provinces and territories.

The Government is also committed to working cooperatively through the Canadian Council of Motor Transport Administrators, a federal-provincial-territorial governance structure, to address trade barriers related to the harmonization of regulatory requirements for the trucking industry across Canada.

The Government is proposing to provide \$67.5 million over five years to the National Research Council of Canada, with \$13.5 million ongoing, to make access to the National Building Codes free, and to provide sufficient resources for the federal government to address provincial, territorial, and other stakeholder code development priorities in a more timely way.

The Government will continue to work with provinces and territories towards the timely adoption of the national codes in a way that ensures that the needs of provinces, territories and Canadians are met.

Making it Easier for Businesses to Grow

The federal Economic Strategy Tables unanimously recommended that modernizing our regulatory system would materially improve Canada's ability to attract investment and growth-oriented businesses. Budget 2018 outlined the Government's commitment to a regulatory reform agenda. This FES proposes several new steps in the Government's efforts to reform and modernize federal regulations, while continuing to protect Canadians' health and safety and the environment.

Explore Making Regulatory Efficiency and Economic Growth a Permanent Part of Regulators' Mandates

The Government intends to review legislation to assess whether opportunities for legislative changes exist to further solidify that regulatory efficiency and economic growth is an integral part of regulators' mandates.

Enshrining this requirement in legislation would ensure that the economic impacts of new, revised or cumulative regulations are key considerations for regulators. The Government will undertake work this fall to determine where these changes may have the greatest impact.

FALL ECONOMIC STATEMENT 2018
Highlights Internal Trade and Regulatory Agility
Chapter 3
CONFIDENCE IN CANADA'S ECONOMIC FUTURE

Targeted Regulatory Reviews in High-Growth Sectors

Future rounds focused on other sectors, will ensure that the regulatory system keeps pace with emerging technologies and new business models.

Introduce an Annual Modernization Bill to Keep Regulations Up-to-Date

To ensure that federal regulations continue to be reviewed and kept up-to-date, the FES announces that the Government will introduce an Annual Regulatory Modernization Bill, starting in 2019, to remove outdated or duplicative regulatory requirements, and to allow for the updating of regulations.

Changes to the Red Tape Reduction Act will be implemented in early 2019, encouraging better alignment with key trading partners and recognizing the role regulatory cooperation plays in lowering costs for Canadian businesses and consumers. The Government will launch a full review of the Act by 2020 to seek further opportunities to reduce administrative burden and “red tape” on Canadian businesses.

Establish a Dedicated External Advisory Committee on Regulatory Competitiveness

The Government will create an External Advisory Committee on Regulatory Competitiveness, which will assist Ministers and regulators to identify regulatory changes that promote economic growth and innovation, and help to deliver growth that works for everyone.

The Committee will bring together business leaders, academics and consumer representatives from across the country who can provide an independent perspective on barriers to business success, and help identify opportunities to streamline regulations, such as through legislation or other modernization activities, in a way that balances health and safety and environmental protection with business realities. The Committee will also provide guidance on where new regulatory frameworks are required to deal with emerging technologies, and will champion the use of regulatory sandboxes and pilots, including by helping to identify areas of focus for the Centre for Regulatory Innovation.

Launch a Centre for Regulatory Innovation

Government will create a Centre for Regulatory Innovation. The Centre will work as a convener and focal point that is business-facing, helping businesses connect with relevant regulators and managing a roster of sandboxes—such as a physical space with regulators onsite while new systems are being tested—that support innovation and competitiveness, while also ensuring that Canadians’ expectations around the protection of health, safety and the environment continue to be met.

To support the Centre and its objectives, the Government proposes to provide up to \$11.4 million over five years, and \$3.2 million per year ongoing, to enable business and the Government to work together to develop and implement regulatory experimentation approaches that encourage innovation, but do not compromise consumer trust and confidence.

FALL ECONOMIC STATEMENT 2018
Highlights Internal Trade and Regulatory Agility
Chapter 3
CONFIDENCE IN CANADA'S ECONOMIC FUTURE

Enhance Government's Capacity to Develop and Implement Effective Regulations

To ensure that federal regulators are able to keep pace with new requirements, the Government proposes to provide up to \$10 million, over three years, to assist federal departments and agencies in strengthening their capacity to incorporate economic and competitiveness considerations when designing and implementing regulations.

Take Immediate Action in Response to Business Recommendations

As part of the FES, the Government announces its intention to enact, as quickly as possible, regulatory and policy changes that will result in a simpler, clearer and more modern regulatory system—one that will also support the development of innovative approaches and products (some illustrative examples are provided below; for a complete list of 23 early “action items,” see attachments).

Create business efficiencies by reducing the regulatory burden and simplifying government regulations. For example:

Integrate third-party oversight into the Canadian Food Inspection Agency's (CFIA) risk assessment and inspection model to inform inspections by CFIA inspectors. This change will recognize investments already made by the agri-food industry to implement third-party certification systems in their operations and will be done through the application of a risk-based approach to oversight that takes into account external audits.

Amend the Canadian Aviation Regulations to allow the use of personal electronic devices on board aircraft, reducing the regulatory burden on Canadian air carriers and removing a competitive disadvantage relative to other international air carriers.

Reduce the duration of clinical trial record retention requirements, lessening the cost burden on clinical trial sponsors and investigators, with expected savings of up to \$40,000 per clinical trial.

Update and modernize government regulations. For example:

Amend the beer compositional standards to allow Canadian companies more flexibility in the ingredients and processes they can use to make beer, enabling the creation of new and innovative products to meet consumer demand without compromising food safety.

Work with industry to develop new regulatory approaches in support of innovation. For example: Use a truck platooning system test bed (sandbox) to support the development and adoption of platooning technologies (the act of electronically hitching two or more heavy vehicles together to form a “road train”). This can improve fuel consumption and has the potential to improve the flow of traffic, helping industry to get goods to market more quickly, and at a lower cost.

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Support test ranges for remotely piloted aircraft systems to accelerate the development and adoption of drone technology by various industries, as well as other activities to develop and enhance regulations. The safe and routine deployment of drones will allow companies in various industries to perform oversight tasks more effectively, such as crop monitoring and regular safety checks on pipelines in remote locations.

Provide greater clarity and guidance to Canadian firms. For example:

Improve guidance on how new and novel plant varieties are regulated in Canada in order to provide clarity to Canadian and foreign firms interested in investing in Canada's biotechnology sector.

Launch work to modernize how digital health products, such as medical device software for wearables that monitor a person's health, including artificial intelligence products and services, are approved to incentivize digital health care innovation.

Harmonize domestic regulations and standards in Canada while promoting international regulatory cooperation. For example:

Reduce barriers to interprovincial trade in agri-food products by addressing duplication of federal, provincial and territorial regulations, including those related to meat inspection.

To further streamline regulations and reduce regulatory burdens on Canadian businesses and innovators:

Work will continue at Canada's formal regulatory cooperation tables with the U.S., the European Union and provinces and territories to align regulatory approaches and activities. Through these tables, as well as with other trusted international partners, Canadian regulators will explore the potential use of joint approvals in order to accelerate market entry for safe products in Canada and other countries. Where appropriate, regulators will also pursue mutual recognition of regulatory decisions and approvals, so that products certified and deemed safe by a comparable international regulator—be it a washing machine or a new digital technology—could be approved in Canada.

Pricing Pollution and Protecting Competitiveness

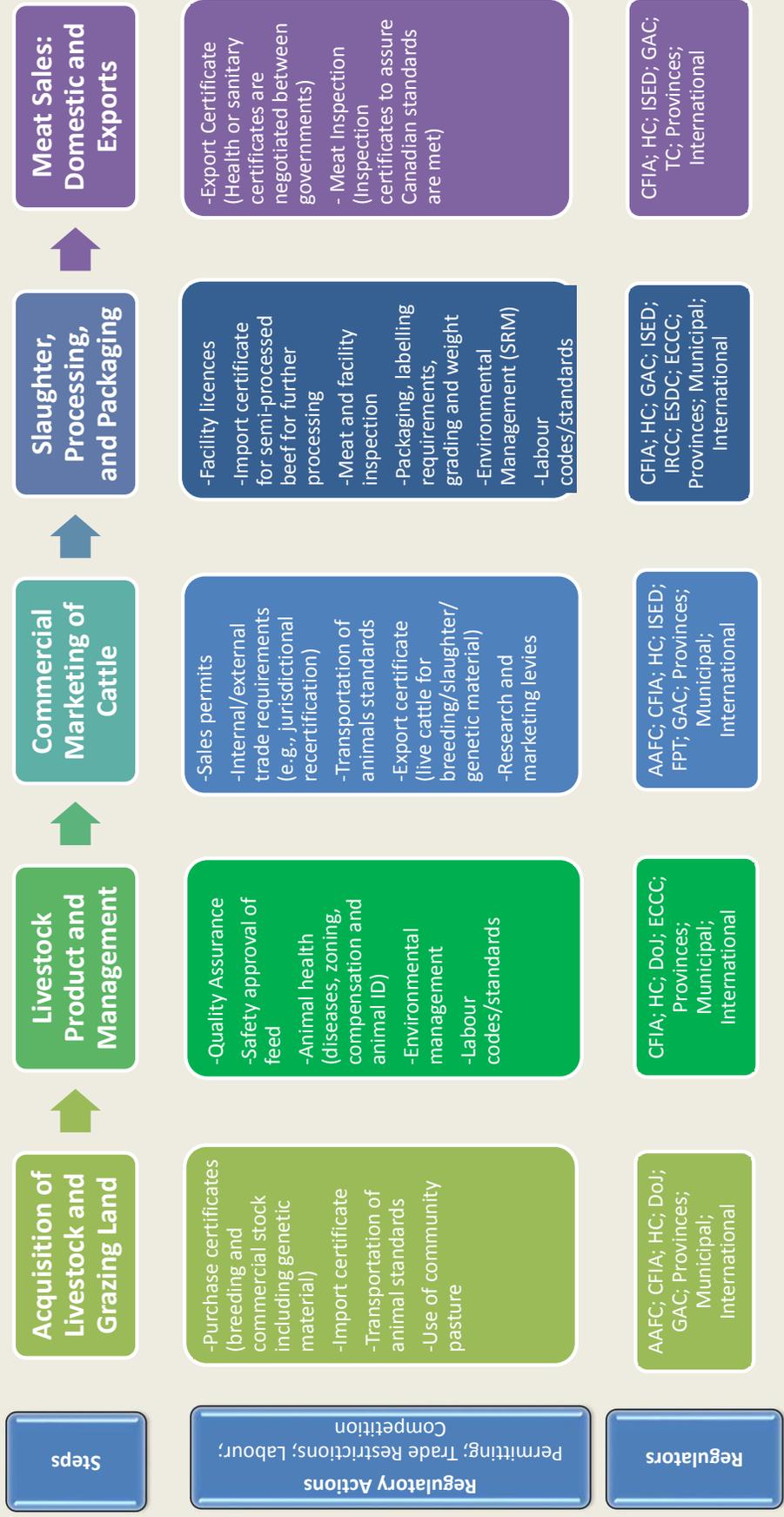
Starting next year, it will no longer be free to pollute anywhere in Canada. As part of its plan to reduce greenhouse gas emissions and fight climate change, the Government is making sure there is a price on carbon pollution across the country—while also taking steps to ensure that Canadian companies can compete and succeed in a competitive global marketplace.

Approval of Products and Services Throughout the Cattle/Beef Supply Chain

Strengthening Coordination Between Agencies and Jurisdictions

Promoting Efficient, Transparent, Predictable and Science-Based Regulations

Leads to Catalyzing Innovation



Discussion Questions

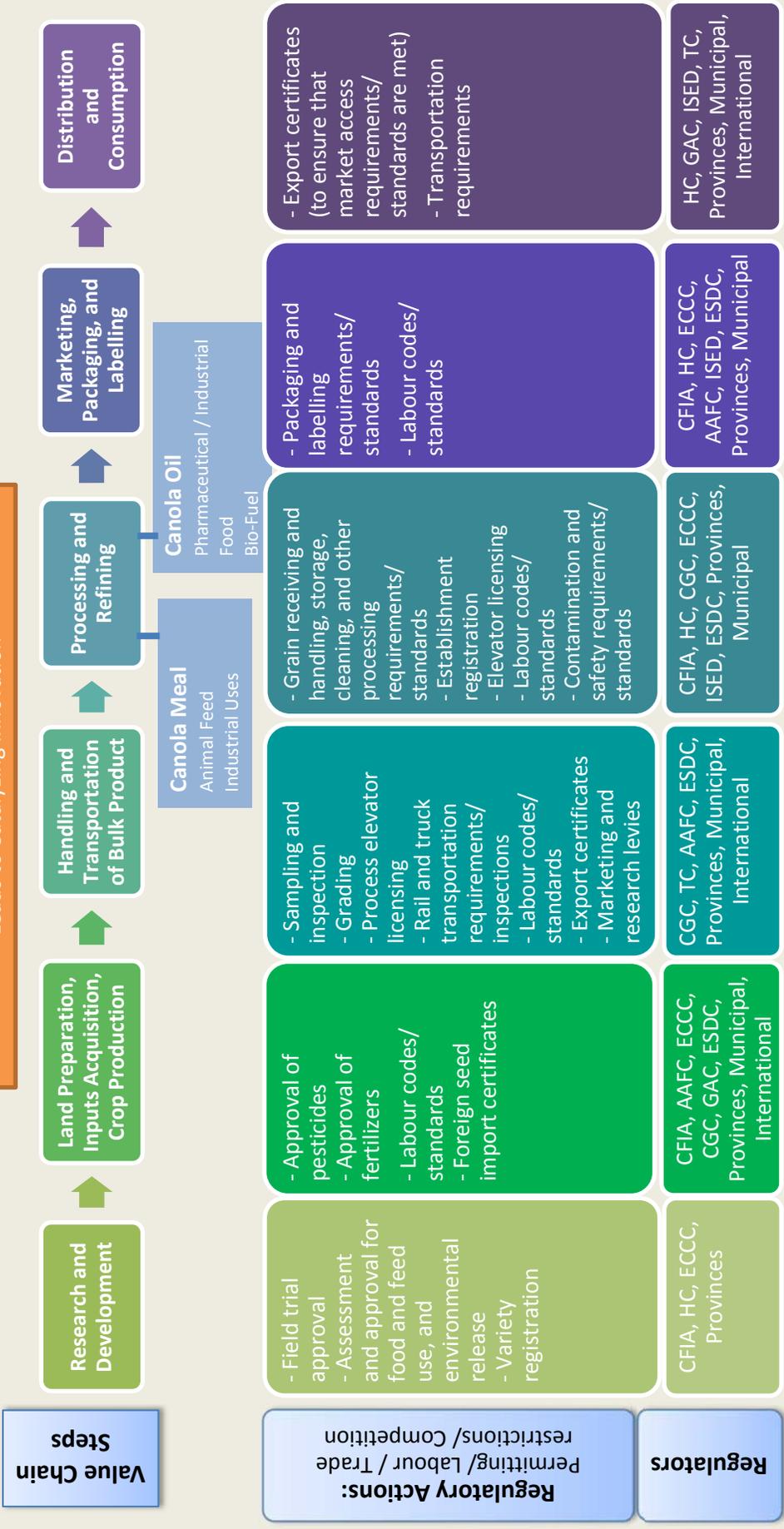
- 1) What are the biggest regulatory obstacles along the supply chain?
- 2) What can Canada do to better align regulations for the sector to streamline product approval both domestically and internationally? Example: Establish a regulatory "concierge service".
- 3) Are there changes to the regulatory system that could lead to greater efficiencies? Example: Develop a tracking tool that allows for the consolidation of information.
- 4) What do Canadian exporters need to hit their growth targets?

Approvals of Products Throughout the Canola Supply Chain

Strengthening Coordination Between Agencies and Jurisdictions

Promoting Efficient, Transparent, Predictable and Science-Based Regulations

Leads to Catalyzing Innovation



Discussion Questions

- 1) What are the biggest regulatory obstacles along the supply chain?
- 2) Where are more agile regulations required in view of future technological advancements?
- 3) What do Canadian exporters need to hit their growth targets?