

Request for Proposal (RFP): 01R11-21-C007

FOR THE PROVISION OF

Real-Time In-Situ Soil Monitoring for Agriculture

FOR

Agriculture and Agri-Food Canada (AAFC)

Contracting Authority:

Camille Sobczak, Materiel Management Officer
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GENERAL INFORMATION

1.0 PROJECT SUMMARY

To acquire the services of a Contractor to provide a secure web-based platform (in compliance with Open Geospatial Consortium (OGC) and Government of Canada standards), to deliver AAFC's Real-time In-Situ Soil Monitoring for Agriculture (RISMA) network data.

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

1.1 SECURITY REQUIREMENTS

N/A

2.0 INTERPRETATION

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

- 2.6 “Project Authority or authorized representative” means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 2.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 2.8. “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 2.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

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

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

5.0 RIGHTS OF CANADA

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

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

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to

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

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 SUBMISSION OF PROPOSAL

- 2.1 Electronic Mail Submissions **MUST** be delivered to and received by the Contracting Authority no later than 2:00 p.m. CDT (local Winnipeg time) **August 10, 2020. Please Email your submissions to:**

Camille Sobczak, Materiel Management Officer
Agriculture and Agri-Food Canada
Western Service Centre
400-303 Main Street
Winnipeg, MB
Telephone : 204-259-4097
E-mail address: camille.sobczak@canada.ca AND
aafc.wscprocurementmanitobacsoapprovisionnementmanitoba.aac@canada.ca

- 2.2 Electronic mail submissions will be accepted. The maximum email file size that AAFC is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size. Emails with links to bid documents will not be accepted.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

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

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

- 4.1 In the Technical Proposal, the Bidder should demonstrate its understanding of

the requirements of the **Statement of Work Appendix “B”**, as well as demonstrate how the Bidder will meet the requirements of the **Evaluation Procedures and Criteria Appendix “D”**.

4.2 Security Requirements

N/A

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

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

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

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

The firm all inclusive cost of the resulting contract **must not exceed AAFC’s budget of \$32,583.00 CAD** excluding applicable taxes for the first year of operation (November 1, 2020 – October 31, 2021) and **must not increase in subsequent years by more than \$1,000.00 per year** (CAD excluding applicable taxes). Any bids exceeding this value will be deemed non-compliant and given no further consideration.

6.0 CERTIFICATION REQUIREMENTS

In order to be awarded a contract, the certifications attached in **Appendix “E”** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

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

7.0 EVALUATION PROCEDURES

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

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

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

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01R11-21-C007, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

2.1 The contractor will provide the services identified in Appendix B, Statement of Work.

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 SECURITY REQUIREMENT

There is no security associated with the work

4.0 CONTRACT PERIOD

4.1 The Contract shall be from date of contract award to October 31, 2021.

4.2 The Contractor grants AAFC the option to extend the contract under the same terms and conditions by up to four (4) additional one (1)-year periods.

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Camille Sobczak, Materiel Management Officer
Agriculture and Agri-Food Canada
Western Service Centre
400-303 Main Street
Winnipeg, MB
Telephone : 204-259-4097
E-mail address: camille.sobczak@canada.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

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

6.2 The Project Authority, or authorized representative, is responsible for:

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

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

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

7.2 The duties and responsibilities of the Contractor Representative shall include the following:

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

8.0 PRIORITY OF DOCUMENTS

8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01R11-21-C007;
7. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

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

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

10.0 REPLACEMENT OF PERSONNEL

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

immediate replacement of suitable ability that is acceptable to the Project Authority.

- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP #01R11-21-C007
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

N/A

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

13.0 BASIS OF PAYMENT

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

13.2 Firm Lot Price:

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

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

14.0 METHOD OF PAYMENT

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

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

TABLE 1 – Fixed/Firm Annual Subscription Fee			
Milestone	Task Description	Date of Deliverable	Amount
Initial Contract Period – FY 2020-2021			
1	AAFC approved web-based platform ready for cut-over and go-live and start of delivery of continuous online data, maintenance, support and updates	October 31, 2020	N/A – Amortized over the duration of the Contract
2	Delivery of continuous online data, maintenance, support and updates – <i>First period</i>	November 1 – December 31, 2020	
3	Delivery of continuous online data, maintenance, support and updates – <i>Second period</i>	January 1, 2021 - March 31, 2021	
Initial Contract Period – FY 2021-2022			
5	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 – June 30, 2021	
6	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2021	
Option Period 1			
7	Delivery of continuous online data, maintenance, support and updates – <i>First Period</i>	November 1 – December 31, 2021	

8	Delivery of continuous online data, maintenance, support and updates – <i>Second Period</i>	January 1 - March 31, 2022	
Option Period 2			
9	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 - June 30, 2022	
10	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2022	
Option Period 2			
11	Delivery of continuous online data, maintenance, support and updates – <i>First Period</i>	November 1 - December 31, 2022	
12	Delivery of continuous online data, maintenance, support and updates – <i>Second Period</i>	January 1 - March 31, 2023	
13	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 - June 30, 2023	
14	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2023	
Option Period 3			
15	Delivery of continuous online data, maintenance, support and updates – <i>First Period</i>	November 1 – December 31, 2023	
16	Delivery of continuous online data, maintenance, support and updates – <i>Second Period</i>	January 1 - March 31, 2024	
17	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 - June 30, 2024	
18	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2024	
Option Period 4			

19	Delivery of continuous online data, maintenance, support and updates – <i>First Period</i>	November 1 – December 31, 2024	
20	Delivery of continuous online data, maintenance, support and updates – <i>Second Period</i>	January 1 - March 31, 2025	
21	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 - June 30, 2025	
22	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2025	

*in the event AAFC does not exercise an Option Period, the Contractor must also deliver Transition-out of Service delivery at the conclusion of the Fourth Period in the applicable year.

15.0 DIRECT DEPOSIT

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

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

Additional information is available at:

www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

16.0 INVOICING INSTRUCTIONS

- 16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 16.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- Contract #
 - Contract Title
 - Milestone Number and date
 - Invoice Amount and GST
 - GST #
- 16.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

17.0 MANDATORY CERTIFICATIONS

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

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

18.1 (CANADIAN CONTRACTOR)

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

18.2 (FOREIGN CONTRACTOR)

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

19.0 INSURANCE REQUIREMENTS

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

APPENDIX "A"

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

"**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;

"**Canada**", "**Crown**", "**Her Majesty**" or "**the Government**" means Her Majesty the Queen in right of Canada; "**Contractor**" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"**Minister**" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

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

"**Work**" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

GC2. Powers of Canada

All rights, remedies and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

GC3. General Conditions

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

- (a) It is competent to perform the Work;
- (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
- (c) It has the necessary personnel and resources to perform the Work.

- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
- 4.3 The Contractor shall:
- (a) Carry out the Work in a diligent and efficient manner;
 - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.
- 5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

- 6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.
- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.
- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

- 6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

GC8. Excusable delay

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination

and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay 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 reasonable in respect of anything else delivered to and accepted by Canada.

8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.

9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.

9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.

9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.

9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:

- (a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- (b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an

assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or

- (c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
 - 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
 - 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

- 11.1 The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

GC12. Extension of Contract

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.
- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

GC13. Method of Payment

- 13.1 Payment in the case of progress payments:
- (a) Payment by Canada to the Contractor for the Work shall be made within 30 days following the date on which a claim for progress payment is received according to the terms of the Contract; and
 - (b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within 15 days of its receipt, notify the Contractor in writing of the nature of the objection.
- 13.2 Payment in the case of payment on completion:
- (a) Payment by Canada to the Contractor for the Work shall be made within 30 days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;
 - (b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within 15 days of its receipt, notify the Contractor in writing of the nature of the objection.

GC14. Basis of Payment

- 14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.
- 14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

- 15.1 For the purposes of this clause:
- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
 - (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
 - (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day

prior to the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

16.1 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.

16.2 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.

16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) 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 required so the representatives of Canada may perform a complete audit of the Contract.

16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, 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.

GC17. Invoice Submission

17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

17.2 Invoices must show:

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

- (b) 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;
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

GC19. Assignment

- 19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.
- 19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

- 20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.
- 20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
- 20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

GC21. Indemnification

- 21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any

manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.

- 21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

GC23. Indemnification - Copyright

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC24. Indemnification - Inventions, etc.

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC25. Ownership of Copyright

- 25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

- 25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

- 26.1 Municipal Taxes

Municipal Taxes do not apply.

- 26.2 Federal government departments and agencies are required to pay Applicable Taxes.
- 26.3 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 agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 26.6 Tax Withholding of 15 Percent

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, 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 a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC27. International Sanctions

- 27.1 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.

Details on existing sanctions can be found at:

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>.

- 27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 27.3 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 convenience in accordance with section GC9.

GC28. T1204 Government Service Contract Payment

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

GC30. 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, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. 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 entering into the Contract or the administration of the Contract.

GC32. Errors

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

GC33. Performance

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall

the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

GC34. Gender

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

GC35. Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as any other 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.

GC36. Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

GC37. 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).

GC38. Integrity Provisions

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) 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](#).

GC39. Public Disclosure

- 39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act - relating to the contract.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor'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 described in 39.1.

GC40. Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other 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 the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

GC41. Accuracy

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

GC42. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

GC43. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the Department of Public Works and Government Services Act will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2 (1) of the Department of Public Works and Government Services Act and Section 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

GC44. Entire Agreement

The Contract constitutes the entire agreement between the Parties relative to the subject procurement and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions relative to the subject procurement binding on the Parties other than those contained in the Contract.

APPENDIX “B”

ONLINE DELIVERY SERVICES

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

1. Background

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

In 2011, Agriculture and Agri-food Canada’s Science and Technology Branch (AAFC-STB) built an in-situ sensor network where soil moisture and meteorological data are collected in agricultural landscapes within Ontario, Manitoba and Saskatchewan over a total of 18 stations. Over time the network has grown to include 24 stations, as of May, 2020 (four (4) in Saskatchewan, thirteen (13) in Manitoba and seven (7) in Ontario). The network, named Real-time In-situ Soil Monitoring for Agriculture (RISMA) has provided critical support to multiple operational and research projects both domestically and internationally. The accessibility and timeliness of data delivery from this in-situ network are critically important to clients; especially when time-sensitive decisions are required or when operational models require input or verification.

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

The RISMA dataset has been undergoing QC since 2013, with varying start dates per station. Some historic data is available as far back as 2011. AAFC estimates the RISMA dataset contains 4.5 Million records as of the period ending December 31, 2019, and produces an estimated additional 300,000 records, as of early May, 2020.

As of April, 2020, the RISMA dataset totals 11.97GB for Manitoba (13 stations), 3.9 GB for Saskatchewan (4 stations) and 2.9GB for Ontario (7 stations).

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

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

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

To assist AAFC in sharing the RISMA data with the public, a Request For Proposals (RFP) for RISMA data delivery was issued in 2017, and awarded to Field Vision Inc. to provide an accessible web-based platform, compliant with GC web standards and Web Content Accessibility Guidelines (WCAG), for the RISMA network data (<https://agriculture.canada.ca/SoilMonitoringStations/index-en.html>). Given the expiry of the contracting period, to ensure an open and transparent approach while seeking best value for the Crown, AAFC is undertaking this competitive procurement process for the development, delivery and on-going hosting and maintenance of a web-based data visualization and distribution platform for the RISMA network.

2. Objective

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

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

3. Scope of Work

3.1 The Contractor shall:

- **Develop, provide, host, maintain and support an independent web-based platform** (data website) for near real-time visualization and distribution of the AAFC RISMA data. A key aspect in this Contract is that the website is delivered securely over the web, requiring no information technology on the part of the user, other than standard web browsers and internet access. No special servers, network hardware, or PC software will be required to be purchased, installed, or maintained by AAFC.
- **Provide specialized programming, monitoring and upgrading to the Contractor's web-based platform, as required** to ensure the RISMA data display, visualization and download remains functional and up to date on an on-going basis. This shall include:
 - Providing and maintaining a secure server to receive (hourly), host and process AAFC historical (dating from June 2013, onwards) and current (last 15-minute data records ingested) data, including near real-time calculation and display of current data and daily averages of AAFC's RISMA data for each sensor at each station using the then-current formulae as provided by AAFC (see https://agriculture.canada.ca/SoilMonitoringStations/files/RISMA_Network_Metadata.pdf for current version);
 - Providing download capabilities to users for 15-minute data records and daily summary data (e.g. averages, min./max. parameters, etc.) for each sensor and all meteorological data at each of the stations within the RISMA network (in accordance with the then-current RISMA Network Metadata – see https://agriculture.canada.ca/SoilMonitoringStations/files/RISMA_Network_Metadata.pdf for current version);
 - Providing interoperable data access interfaces using the then-current OGC Sensor Observation Service (SOS) protocol to both internal and external network nodes and users; and
 - Adding to, removing from, or modifying the web-based platform to provide full platform functionality to users for new, discontinued or adjusted RISMA reporting stations, sensors, or data fields and variables in all aspects of the data website, including map placement, as required. AAFC anticipates up to five (5) new stations (up to 18 sensors per station) may be added per year over the duration of the Contract.

4. Tasks

The Contractor shall complete the following Tasks under the contract:

1. The Contractor shall develop and implement its proposed web-based platform, as described in its Proposal as accepted by AAFC, and meeting AAFC's Technical and Functional requirements as described in section 5, to have a fully functioning website no later than October 31, 2020 ready for cutover and go-live of all data delivery and web-based platform functionality to the public at 0:00h November 1, 2020.
 - a. The Contractor shall provide to AAFC, no later than 15 business days prior to cutover and go-live, access to a test version of the Contractor's developed web-based platform, together with testing scripts and plans for AAFC to conduct user acceptance testing of the site's functionality and compliance with AAFC's requirements.
 - b. The Contractor shall support AAFC in completing the user acceptance and compliance testing and shall incorporate AAFC's feedback and test results and make corrections to the site, as required, to ensure the web-based platform meeting AAFC's requirements is ready as of October 31, 2020, and able to be launched to the public no later than November 1, 2020.
 - c. Cutover will be performed by AAFC personnel. The Contractor shall assist AAFC as required to ensure that the cutover from the current RISMA website to the Contractor's web-based platform is seamless to the public.
2. The Contractor shall provide continuous Sensor Observation Service (SOS) where RISMA bulk data download is available to internal and external users. The SOS service shall ingest all historical RISMA data (dating from June 2013) and shall ingest all current RISMA data on an on-going basis as described in section 5 below.

AAFC shall retain ownership of all data and will provide the historical and real-time data to the Contractor via an AAFC publicly available HTTP server at the following internet address: http://www.agr.gc.ca/atlas/data_donnees/geo/AAFC_SoilMoisture/.
3. The Contractor shall deliver the web-based platform online and accessible 24 hours/day, 7 days a week.
4. The Contractor shall populate, host and serve the Quality Controlled (QCed) RISMA soil moisture/meteorological data through the final web-based platform, data in a near real-time manner (within no greater than an hour of the time that the data is made available on the AAFC HTTP server).
5. The Contractor shall provide maintenance and support to the web-based platform by:
 - a. Establishing a quality control process to monitor the web-based platform's health. Note that AAFC is responsible for the quality control of the data received by the Contractor;
 - b. Ensuring that the system is turned back on after unexpected shutdowns (within 24 hours) with a forewarning notice (i.e. rolling banner) to be displayed on the platform's website to inform users of the downtime if it exceeds 12 hours;
 - c. Performing regular backups (including weekly full backup and nightly incremental backup) of the platform and all Contractor-created content, not including data provided by AAFC;
 - d. Upgrading the system with necessary security patches and the latest libraries;
 - e. Correcting any issues (i.e. bugs) or problems that are discovered within the programming (whether discovered by the Contractor or identified to the Contractor by AAFC);

- f. Re-ingest all data, not more than once a year, following database structure modifications or data re-processing, at the requirement of AAFC. AAFC anticipates that the RISMA database structure will not be modified by more than three columns per ingestion;
 - g. Add, as per AAFC requirements, up to five (5) new RISMA stations per year, including all testing and QA/QC to ensure the web application is fully functioning. Each station shall conform to AAFC's RISMA network standards (currently consisting of three (3) sensors at up to six (6) depth ranges). New station locations must be added to the Interactive Map and the website content (in French and English) must be updated to reflect these additions. The additions may be done together or separately, at any time of the year, as required by AAFC;
 - h. Ensuring AAFC is provided with any and all inquiries received through the Contractor's web-based platform in a timely manner [within less than 24 hours (excluding weekends and federal statutory holidays) from the time the inquiry was received];
 - i. Providing support to AAFC through email in English, available at a minimum from Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Standard Time, excluding statutory holidays observed by the federal government of Canada. Support provided by the Contractor shall include response, troubleshooting and successful resolution of all issues related to accessing and using the Contractor's web-based platform.
6. At the end of each quarter, the Contractor shall deliver to AAFC in electronic format a copy of the database and contents of the Contractor's web-based platform containing all daily data calculated and hosted in the solution.
7. The Contractor shall provide quarterly status reports for its delivery of services during the previous quarter, including:
- a. status of the web-based platform, including system uptime, downtime scheduled and unscheduled maintenance completed and duration and nature of any impact to users or platform functionality and accessibility;
 - b. updates and patches implemented to the web-based platform;
 - c. report of any issues identified by AAFC or the Contractor, together with the Contractor's performance in responding to and satisfactorily resolving any issues;
 - d. completion of any additions, modifications, or removal of any sensor or station(s) within the web-based platform;
 - e. record of any and all data user inquiries received and provided to AAFC by the Contractor, including time of receipt and time of provision by the Contractor to AAFC.

5. RISMA Web-based Platform Functional and Technical Requirements

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

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

a. Project and Network Descriptions:

- i. A home page providing a short background to the RISMA network, a link to the various sub-networks and to the data (current and daily conditions). Content in both English and French will be provided by the AAFC Project Authority.
 - a) Links to the data shall provide options to users to download all data as raw tables, in an accessible form; download data between user specified date ranges, time ranges, or a combination of date and time ranges (e.g. "May 5,

2016 12:00 to June 30, 2016, 17:15); or provide options to users for visualizations of the data (as described below).

- ii. A page providing a detailed description for all three sub-networks (including at AAFC's requirement, descriptive photos). Each of the sub-networks is to be linked to an interactive map. Content in both English and French languages will be provided by the AAFC Project Authority.
- iii. A page which locates the RISMA network on an interactive map, where all sub-networks are identified within the extent of a Canada map based on their locations, each station within the sub-network can be displayed in greater detail once the sub-network is clicked on.
- iv. A page that allows users to ask questions and report issues with the web-based platform. The Contractor shall design and maintain this page to ensure that all inquiries are delivered to an e-mail address provided and maintained by AAFC.

b. Data Visualization Capabilities:

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

Authority (see https://agriculture.canada.ca/SoilMonitoringStations/files/RISMA_Network_Metadata.pdf); and,

- c) **Graphical Display:** Soil moisture/temperature and meteorological data provided in a bilingual (English and French) graph through different options of time series (e.g. 1 week, 1 month, 6 months, 1 year, all data). The capability for graphical display must be able to be accessed by users through the sub-network page or a standalone page.

c. **Data Downloading Capabilities:** A page providing various data downloading capabilities where users can download data in the exact format that the Contractor ingested the data from AAFC. This data shall include additional quality control columns [UTC Time, Temperature Corrected Soil Conductivity (Con), Dielectric Loss Tangent (DLT)] and flags (Flag). The downloading page must include:

- i. A listing of all stations and parameters with the option for users to select individual stations and sensor parameters to be downloaded;
- ii. User defined time periods including complete records;
- iii. An option for users to download data from one, several or all stations; and
- iv. An option for users to export data as flat files.

This page shall require users to register and execute a Data Usage Agreement and Data QC Agreement prior to receiving access to the requested data. Content will be provided by AAFC in English and French.

d. **Metadata Distribution:**

- i. Information about sensors (make, range and photos), data, download format, Quality Control (QC) process, calibration process, data flags, etc., will be provided in a standardized metadata format by AAFC. The metadata will be supplied by AAFC in .PDF and shall be made available on the Contractor's web-based platform via a link to the document. Users must also be able to download the metadata document in a .PDF format;
- ii. The Contractor's web-based platform shall provide a method to monitor, track and report analytical data and trends on access to the RISMA data and use of the web-based platform. The Contractor shall ensure that any monitoring, analytics and reporting capability shall not collect or retain any PROTECTED or Personal Information of any users, and that it shall comply at all times with Canada's obligations under the *Privacy Act* and the *Personal Information Protection and Electronic Documents Protection Act*. The Contractor shall provide AAFC with the ability to retrieve this information securely from the web-based platform, or if not, the Contractor shall report this information to AAFC designated officials on a quarterly basis.

5.2 Web-based Platform Technical Requirements: The Contractor's web-based platform shall comply with the following requirements:

- a. The web-based platform shall be compliant with the then-current Treasury Board of Canada Web Standards for accessibility, usability, interoperability and optimization of design and layout for mobile devices, to be followed when developing Government of Canada websites (<https://www.canada.ca/en/treasury-board-secretariat/topics/government-communications.html>). The web-based platform shall be compliant with the latest version of the [Web Content Accessibility Guidelines \(WCAG\) 2.1 AA \(2018\)](#) specified in the [Government of Canada guideline on making Information Technology Usable by all](#). In addition, the web-based platform shall

leverage the use of Government of Canada front-end framework [Web Experience Toolkit \(WET\)](#) to facilitate building content that is accessible, usable, interoperable, mobile friendly and multilingual. The Contractor shall provide a comprehensive compliance document listing all urls and files of the web-based platform and specify (pass/met) for all the [WCAG 2.1 AA Success Criteria Level A and Level AA](#). The Contractor shall permit AAFC to verify the compliance of the web-based platform before production in collaboration with the Contractor using a QA environment with code freeze. The Contractor shall ensure that documents that are part of the web-based platform (such as PDF) have an accessible HTML version that is the primary accessible version to access the content.

- b. The web-based platform shall be hosted and maintained on a secure server. The Contractor shall provide and implement documented and defined requirements for the restoration of service(s) as required for any unintentional down-time, the application of up to date software, security patches, and bug fixes for software in the platform, and provide its own internal notification (both to the Contractor and AAFC) and escalation process in the case of a system or data compromise, meeting the requirements under section 7 below at a minimum. The Contractor shall permit AAFC to verify the security of the web-based platform in collaboration with the Contractor, as required. The Contractor shall perform routine, preventative and emergency maintenance for the web-based platform to ensure it continues to operate in compliance with AAFC's requirements as described herein.
- c. The web-based platform shall implement the Canada.ca [Centrally Deployed Templates Solution \(CDTS\)](#) latest release for Internet applications template "run - Application theme" with "custom menu" as illustrated in the [demo page: Application templates for GCWeb and GCIntranet](#) (header areas with the application name, navigation and footer area with Canada.ca links).
- d. The web-based platform shall be accessible to the public via an "@canada.ca" sub-domain that will be registered to AAFC. The Contractor shall provide and maintain for AAFC a static IP address for the device hosting the Contractor's web-based platform. AAFC will make the domain name accessible to the Contractor for the provision of hosting and services related to the operation of the RISMA for the duration of the Contract.
- e. All interfaces, functionality and information on the web-based platform shall be equally available to users in both English and French, in compliance with the Official Languages Act. On all pages, users must be able to select the language of their choice, and have that same page refresh in the language of choice.
- f. The web-based platform shall be compatible with standard web browsers (including all supported browsers (e.g. currently all supported versions of Internet Explorer, Microsoft Edge, Google Chrome, Chromium, and Mozilla Firefox).
- g. The Contractor is responsible for all other aspects of the design and format for the web-based platform necessary to provide access to and distribute the RISMA data. The Contractor's design and any proposed modifications thereto is subject to AAFC's approval prior to implementation and publication to the web for public access. The Contractor shall adjust the web-based platform, as requested by AAFC prior to go-live.

6. AAFC Provided Content

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

- All available historic data (from June 2013) from the RISMA network;

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

7. Service Level Agreement

- a. The work required post go-live shall be subject to ongoing transactional client measurement, monitoring and/or enforcement over an extended period of time, in the form of a Service Level Agreement (SLA).
- b. In the provision of hosting, operation, support and maintenance services for the web-based platform, the Contractor shall meet the following standards for service described (below) *at a minimum*.
- c. The Contractor shall ensure the web-based platform is available to users 99.95% of the time. The Contractor's SLA for performance of the web-based platform, and accessibility, and availability of its defined support processes (*as included within its Proposal and as accepted by AAFC*) shall form part of the basis for the definitions of the quality standards, minimum acceptable parameters, and performance remedies, to which the Contractor shall adhere during the provision of work, or be subject to corrective measures/remedies.

7.1 Platform and Data Security

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

7.2 Maintenance and Availability

- a. The Contractor shall schedule maintenance activities related to web-based platform functionality (i.e. patches, upgrades, and fixes) only outside of the core hours of usage (Monday to Friday 9:00 – 5:00 EST) or shall ensure such maintenance will be otherwise undetectable to users.

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

7.3 Support Hours of Availability

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

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

7.4 Software Error Severity Levels

- a. In the event that the web-based platform experiences an error in operation, the severity of this problem will be reasonably determined by AAFC, and communicated to the Contractor, based on the following definitions:
 - a) **Severity 1:** indicates total inability to use the platform, resulting in a critical impact on user objectives;
 - b) **Severity 2:** indicates ability to use the platform, but user operation is severely restricted;
 - c) **Severity 3:** indicates ability to use the platform, with limited functions which are not critical to overall user operations;
 - d) **Severity 4:** indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.

7.5 Error Correction

- a. The Contractor shall respond to a report from AAFC of an error in accordance with the severity of the error reported, as detailed above.

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

7.6 Problem Status Notification

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

Severity	First Notification	Update if Unresolved
Severity 1	Within one (1) hour of identification of a problem	Every 2 hours
Severity 2	Within twelve (12) hours of identification of a problem	Every 24 hours
Severity 3	Within two (2) business days of identification of a problem	Every 7 days
Severity 4	Within one (1) week of identification of a problem	Every 3 weeks

7.7 Service Standard Measurement

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

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

- b. For the purposes of determining the appropriate remedy or sanction for Non-Compliance with Service Standards, the following definitions shall apply:
 - a) **Minor Breach:**
 - i) failure to submit reports to the Project Authority within thirty (30) days of the time such reports are required;
 - ii) failure to attain the service standards established above and in particular, a failure to meet
 - standards for availability (via the internet), set out above; and
 - standards for reporting functionality or availability problems, set out above.
 - b) **Major breach:**

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

7.8 Remedies Applied in instances of Minor Breach

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

7.9 Remedies Applied in instances of Major Breach

- a. Any Major Breach of the Service Standards, by the Contractor, will cause damage to Canada which cannot be properly compensated in monetary damages.
- b. Notwithstanding the above, AAFC reserves the right to hold back up to 10% of the current cumulative Yearly Subscription Fee, until such time as the Contractor has demonstrated to the Project Authority's satisfaction that any Major Breach to the Performance Standards has been remedied and maintained in the remedied state for a period of not less than 60 days.
- c. In the event that the Contractor fails to comply with the conditions of the Contract or is found to be in Major Breach of the Performance Standards for an extended period of time without taking steps to remedy the breach, as identified in AAFC's review of the Contractor's work, deliverables and reports, AAFC reserves the right to terminate the Contract.

7.10 Service Standard Exceptions

- a. Notwithstanding sections 7.8 and 7.9 above, AAFC reserves the right to identify any exceptional circumstances pertaining to any specific service deliveries that, having been assessed as not having met the requirements of the Service Standards (defined above), are so deemed by AAFC to be due to circumstances determined to have been outside of the Contractor's control (for example: extreme weather conditions), and which, in the absence of such exceptional circumstances AAFC, in its sole discretion, determines that the delivery would have otherwise met the requirements of the Service Standard. In the event that AAFC exercises this right, any delivery so identified will be deemed to have met the requirements of the Service Standard.
- b. Any such determinations are the sole jurisdiction of AAFC.

8. Duration

Work shall start **upon Contract award** and be **completed by October 31, 2021** which shall consist of the delivery of the Contractor's web-based platform and providing continuous hosting, operation, maintenance and support to the web-based platform. As authorized by AAFC via a formal Contract amendment, the Contractor shall continue to deliver the web-based platform and all services in any Option period exercised by AAFC.

9. Deliverables

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

10. Location of Work

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

11. Security

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

APPENDIX “C”

BASIS OF PAYMENT

1.0 General

Note to Bidders: AAFC’s maximum budget for this requirement is \$32,583.00 CAD excluding applicable taxes for the first year of operation (November 1, 2020 – October 31, 2021) and must not increase in subsequent years by more than \$1,000.00 per year (CAD excluding applicable taxes). Any bids exceeding this value will be deemed non-compliant and given no further consideration.

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

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

2.0 Pricing Basis

2.1 Fixed/Firm Annual Subscription Fee

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

TABLE 1 – Fixed/Firm Annual Subscription Fee			
Milestone	Task Description	Date of Deliverable	Amount
Initial Contract Period – FY 2020-2021			
1	AAFC approved web-based platform ready for cut-over and go-live and start of delivery of continuous online data, maintenance, support and updates	October 31, 2020	N/A – Amortized over the duration of the Contract
2	Delivery of continuous online data, maintenance, support and updates – <i>First period</i>	November 1 – December 31, 2020	
3	Delivery of continuous online data, maintenance, support and updates – <i>Second period</i>	January 1, 2021 - March 31, 2021	
Initial Contract Period – FY 2021-2022			
5	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 – June 30, 2021	

6	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2021	
Option Period 1			
7	Delivery of continuous online data, maintenance, support and updates – <i>First Period</i>	November 1 – December 31, 2021	
8	Delivery of continuous online data, maintenance, support and updates – <i>Second Period</i>	January 1 - March 31, 2022	
FY 2019-20			
9	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 - June 30, 2022	
10	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2022	
Option Period 2			
11	Delivery of continuous online data, maintenance, support and updates – <i>First Period</i>	November 1 - December 31, 2022	
12	Delivery of continuous online data, maintenance, support and updates – <i>Second Period</i>	January 1 - March 31, 2023	
13	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 - June 30, 2023	
14	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2023	
Option Period 3			
15	Delivery of continuous online data, maintenance, support and updates – <i>First Period</i>	November 1 – December 31, 2023	
16	Delivery of continuous online data, maintenance, support and updates – <i>Second Period</i>	January 1 - March 31, 2024	

17	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 - June 30, 2024	
18	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2024	
Option Period 4			
19	Delivery of continuous online data, maintenance, support and updates – <i>First Period</i>	November 1 – December 31, 2024	
20	Delivery of continuous online data, maintenance, support and updates – <i>Second Period</i>	January 1 - March 31, 2025	
21	Delivery of continuous online data, maintenance, support and updates – <i>Third Period</i>	April 1 - June 30, 2025	
22	Delivery of continuous online data, maintenance, support and updates – <i>Fourth Period*</i>	July 1 – October 31, 2025	

APPENDIX D

EVALUATION PROCEDURES & CRITERIA

HIGHEST COMBINED SCORE WITH WEIGHTINGS

TECHNICAL PROPOSAL

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

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

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

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

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

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (70)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (30)}}{\text{Bidder's Price}} = \text{Overall Score}$$

1.5 To be considered Responsive, a Proposal Must:

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

- 1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience should be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).
- 1.10 In the event two or more responsive proposals receive the same combined score, the proposal with the highest technical score will be ranked higher.

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

3.0 POINT RATED REQUIREMENTS

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

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

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

4.0 FINANCIAL PROPOSAL

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

The firm all inclusive cost of the resulting contract must not exceed AAFC's budget of \$32,583.00 CAD excluding applicable taxes for the first year of operation (November 1, 2020 – October 31, 2021) and must not increase in subsequent years by more than \$1,000.00 per year (CAD excluding applicable taxes). Any bids exceeding this value will be deemed non-compliant and given no further consideration.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

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

APPENDIX E

CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

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

i) _____
ii) _____
iii) _____
iv) _____

Any resulting Contract may be executed under the following **i)** corporate full legal name and **ii)** at the following place of business (complete address) **iii)** telephone and fax number and email:

i) _____
ii) _____
iii) _____

Name

Signature

Date

B) EDUCATION/EXPERIENCE CERTIFICATION

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.

Name

Signature

Date

C) PRICE/RATE CERTIFICATION

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity of the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

Name

Signature

Date

D) VALIDITY OF PROPOSAL

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Name

Signature

Date

E) AVAILABILITY AND STATUS OF PERSONNEL

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

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

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

Name

Signature

Date

F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

Name

Signature

Date

G) JOINT VENTURES

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

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

2. A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- Incorporated joint venture
- Limited partnership joint venture
- Partnership joint venture
- Contractual joint venture
- Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the [Federal Contractors Program \(FCP\)](#) for employment equity "FCP Limited Eligibility to Bid" list.

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

PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit ESDC-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

() A1. The Bidder certifies having no work force in Canada.

- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

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

Name

Signature

Date

I) INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:

- a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
- a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

LIST OF NAMES :

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Certification:

I _____ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

Signature

Date

Attachment #1 to Appendix D - Mandatory Criteria

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

SUMMARY OF EVALUATION PROCESS		
Mandatory Evaluation Criteria	Compliant / Non-compliant	
M1. Bidder's Experience	Yes / No	
M2. Bidder's Proposed Team	Yes / No	
Point-Rated Evaluation Criteria	Maximum Point Value	Minimum Score Required
R1. Bidder's Experience	53	---
R2. Bidder's Proposed Team	65	---
R3. Proposed Web-based Platform	84	---
R4. Proposed Work Plan and Service Delivery Approach	70	---
TOTAL TECHNICAL SCORE	272	190 (70%)
Weighted Technical Score (out of 70 Points), calculated as follows: [Bidder's TOTAL TECHNICAL SCORE / 272] * 70	70	
FINANCIAL SCORE $\frac{\text{LOWEST Total Assessed Price}}{\text{Bidder's Total Assessed Price}} \times 30$	/30	
BIDDER SCORE TOTAL Weighted Technical Score (/70) + Financial Score (/30)	/100	Top Ranked Bidder represents Best Value

1. Mandatory Evaluation Criteria

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

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

MANDATORY EVALUATION CRITERIA
<p>M1. Bidder’s Experience</p> <p>1.1 The Bidder MUST demonstrate experience within the last five (5) years on one (1) completed (or on-going) project for clients external to the Bidder’s organization delivering all five (5) of the following services (a through e) for a Government of Canada public-facing web-based application:</p> <ul style="list-style-type: none">a) design,b) development,c) hosting,d) operation, ande) maintenance. <p>The project MUST demonstrate the Bidder’s experience providing these services for a web-based application that complies with Government of Canada standards (Web Experience Toolkit OR Canada.ca Content Style Guide or Design System) AND the Web Content Accessibility Guidelines (WCAG) 2.0 or higher, Level AA standards.</p> <p>The Bidder MUST provide the name, title and contact information (one of telephone or email address) of a representative of the client organization that is able to verify the services described by the Bidder. This person MUST not be affiliated with the Bidder’s organization.</p> <p>Template Table M1 is provided to assist Bidders in providing the required information.</p>

Template Table M1 - Project #__	Response	Cross-Reference
Name of the client organization [required]		
Name of client organization representative able to verify the services described by the Bidder. [required]		
Title of client organization representative able to verify the services described by the Bidder. [required]		
Contact information (one of telephone or email address) of client organization representative able to verify the services described by the Bidder. [required]		
Description of the web-based application, platform or solution designed, delivered, operated or maintained by the Bidder. <i>Include description of the purpose of the application/platform/solution, nature and volume of users, any data provided delivered by the application/platform/solution, specialized design elements, features or functions, underlying technology, compliance with standards etc.</i>		
Identification and Description of Standards applied in the web-based application. <i>Confirm and describe how the delivered solution complies with:</i> a) <i>Government of Canada Web Experience Toolkit; and</i> b) <i>Web Content Accessibility Guidelines (WCAG), Level AA.</i>		
Description of the scope of services provided by the Bidder		
Dates and duration of the Bidder's services for the client (indicate start date (MM/YY) and end date (where applicable) (MM/YY))		
Names and roles of any members of the Bidder's proposed Service Delivery Team (see Mandatory Criterion M2) engaged in providing services to the client		

Template Table M1 - Project #__	Response	Cross-Reference
Level of effort (number of business days) of services provided by each member of the Bidder's proposed Service Delivery Team that was engaged on the project (if any)		
Description of how the experience obtained on the client's project is relevant and applicable to AAFC's requirements as described in the SOW.		

MANDATORY EVALUATION CRITERIA

M2. Bidder's Proposed Team

2.1 The Bidder **MUST** identify the Key Resources (named personnel) and provide a profile or CV for each person who will lead the delivery of the design, development, hosting, operation and maintenance of the proposed web-based platform to AAFC, addressing the following roles and skillsets at a minimum:

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

The same individual may be proposed to fulfill one (1) or more of the identified roles (a-f).

Attachment #2 to Appendix D - Point Rated Criteria

POINT-RATED EVALUATION CRITERIA	WEIGHT
R1. Bidder's Experience	Up to 53 points
<p>For the Project submitted by the Bidder in compliance with Mandatory Criterion M1, and for up to two (2) additional Projects where the Bidder provided services for public-facing web-based applications, the Bidder should demonstrate experience in delivering design, development, hosting, operation and maintenance services that are comparable* in nature to AAFC's requirements as described in the Statement of Work.</p> <p>*Comparable is defined in the factors below.</p> <p>Points will be awarded as follows:</p>	
<p>1.1 Up to 23 points will be awarded for the project description of the project submitted in response to Mandatory Evaluation Criterion M1, as defined below:</p> <p>a) Project demonstrated experience in programming or delivering solutions for environmental datasets:</p> <ul style="list-style-type: none"> 2 points = experience is clearly demonstrated in programming or delivering solutions for environmental datasets and is well described; 1 point = experience is demonstrated in programming or delivering solutions for environmental datasets. Description may be lacking detail; 0 points = experience is not demonstrated. <p>b) Project demonstrated experience in design, development or maintenance of a bilingual (English and Canadian French) web-based solution:</p> <ul style="list-style-type: none"> 2 points = experience in both design and maintenance of a bilingual (English and Canadian French) web-based solution is clearly demonstrated and well described; 1 point = experience in design OR maintenance of a bilingual (English and Canadian French) web-based solution is clearly demonstrated and well described; 0 points = experience is not demonstrated. <p>c) Project demonstrated experience in delivering online access to timestamped data in near real-time:</p> <ul style="list-style-type: none"> 5 points = experience is clearly demonstrated and well described; 3 points = experience is demonstrated and described; 1 point = experience is not clearly demonstrated. Description is lacking in detail; 0 points = experience is not demonstrated. <p>d) Project demonstrated experience in updating live data for online access:</p> <ul style="list-style-type: none"> 3 points = experience is clearly demonstrated in updating live data for online access and is well described; 1 point = experience is demonstrated in updating live data for online access. Description may be lacking detail; 0 points = experience is not demonstrated. 	

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>e) Project demonstrated experience in design, development and on-going maintenance of graphical information in compliance with WCAG standards (v. 2.0 or higher, Level AA)</p> <p>3 points = experience is clearly demonstrated in compliance with WCAG standards and is well described;</p> <p>1 point = experience is demonstrated in part. Description may be lacking detail;</p> <p>0 points = experience is not demonstrated.</p> <p>f) Project demonstrated experience in design, development and on-going maintenance of interactive mapping capabilities in compliance with WCAG standards (v. 2.0 or higher, Level AA).</p> <p>3 points = experience is clearly demonstrated in compliance with WCAG standards and is well described;</p> <p>1 point = experience is demonstrated in part. Description may be lacking detail;</p> <p>0 points = experience is not demonstrated.</p> <p>g) Project demonstrated experience of the Bidder's proposed Key Resources.</p> <p>Up to 5 points, based on 1 point per proposed Key Resource (to a maximum of five (5) persons) demonstrated to have delivered the described services to the client for at least 20 business days.</p>	
<p>1.2 Up to 30 points will be awarded for the demonstration of the Bidder's experience in additional projects delivering the design, development, hosting, operation and maintenance services for public-facing web-based applications in the past five (5) years, as defined below.</p> <p>Bidders should use Table M1 to provide the requested information.</p> <p>Up to two (2) additional projects will be considered for each factor (a-i). In the event more than two (2) projects are presented under a factor, only the first two (2) projects in the order in which they first appear will be evaluated. Points will only be awarded once per factor.</p> <p>a) Project demonstrated experience in design/development or hosting/operation or maintenance of web applications in compliance with WCAG 2.0 (or higher) Level AA:</p> <p>3 points = experience is clearly demonstrated and is well described;</p> <p>1 point = some experience is indicated, however, description may be lacking detail;</p> <p>0 points = no additional projects demonstrate the requirement.</p> <p>b) Project demonstrated experience in design/development or hosting/operation or maintenance of web applications in compliance with Government of Canada Web Experience Toolkit or Canada.ca Content Style Guide or Canada.ca Design System:</p> <p>3 points = experience is clearly demonstrated and is well described;</p> <p>1 point = some experience is indicated, however, description may be lacking detail;</p> <p>0 points = no additional projects demonstrate the requirement.</p> <p>c) Project demonstrated experience in programming or delivering solutions for environmental datasets:</p> <p>3 points = experience is clearly demonstrated and is well described;</p> <p>1 point = some experience is indicated, however, description may be lacking detail;</p>	

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>0 points = no additional projects demonstrate the requirement.</p> <p>d) Project demonstrated experience in design, development or maintenance of a bilingual (English and Canadian French) web-based solution:</p> <p>2 points = experience is clearly demonstrated and is well described;</p> <p>1 point = some experience is indicated, however, description may be lacking detail;</p> <p>0 points = no additional projects demonstrate the requirement.</p> <p>e) Project demonstrated experience in delivering online access to timestamped data in near real-time:</p> <p>5 points = experience is clearly demonstrated and well described;</p> <p>3 points = experience is demonstrated and described;</p> <p>1 point = experience is not clearly demonstrated. Description is lacking in detail;</p> <p>0 points = no additional projects demonstrate the requirement.</p> <p>f) Project demonstrated experience in updating live data for online access:</p> <p>3 points = experience is clearly demonstrated in updating live data for online access and is well described;</p> <p>1 point = experience is demonstrated in updating live data for online access. Description may be lacking detail;</p> <p>0 points = no additional projects demonstrate the requirement.</p> <p>g) Project demonstrated experience in design, development and on-going maintenance of graphical information in compliance with WCAG standards (v. 2.0 or higher, Level AA)</p> <p>3 points = experience is clearly demonstrated in compliance with WCAG standards and is well described;</p> <p>1 point = experience is demonstrated in part. Description may be lacking detail;</p> <p>0 points = no additional projects demonstrate the requirement.</p> <p>h) Project demonstrated experience in design, development and on-going maintenance of interactive mapping capabilities in compliance with WCAG standards (v. 2.0 or higher, Level AA).</p> <p>3 points = experience is clearly demonstrated in compliance with WCAG standards and is well described;</p> <p>1 point = experience is demonstrated in part. Description may be lacking detail;</p> <p>0 points = no additional projects demonstrate the requirement.</p> <p>i) Project demonstrated experience of the Bidder's proposed Key Resources.</p> <p>Up to 5 points, based on 1 point per proposed Key Resource (to a maximum of five (5) persons) demonstrated to have delivered the described services to the client for at least 20 business days.</p>	

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>R2. Proposed Team</p> <p>The Bidder's Key Resources proposed in response to Mandatory Criterion M2 should demonstrate experience in the role / functional area in which they are proposed.</p> <p>The Bidder should also identify and describe any additional capacity it proposes to deliver the web-based platform to AAFC.</p> <p>Points will be awarded as follows:</p>	<p>Up to 65 points</p>
<p>2.1 Up to 60 points for the demonstrated experience and capability of the Bidder's proposed Team, in each of the following roles:</p> <ul style="list-style-type: none"> a) Project Management (for design, development and implementation of the proposed web-based platform); b) Solution Architecture; c) Web Design / Development; d) Database Design / Development; e) Programming / Software Development; f) Test Lead / Testing; <p>Up to 60 points will be awarded, based on up to 10 points per role (a-f) for demonstration that the Bidder provides an experienced lead resource in the role / functional area who will deliver the services to AAFC, as follows:</p> <ul style="list-style-type: none"> 10 points/role = Bidder demonstrates a lead resource with more than four (4) years of experience in the role, and three (3) or more previous projects in the role delivering public-facing web-based applications. 7 points/role = Bidder demonstrates a lead resource with less than four (4) years of experience in the role, and two (2) previous projects in the role delivering public-facing web-based applications. 4 points/role = Bidder demonstrates a lead resource with less than four (4) years of experience in the role, and one (1) previous project in the role delivering a public-facing web-based application. 1 point/role = Bidder demonstrates a lead resource with less than four (4) years of experience in the role. Experience in design, development, delivery, operations and maintenance of a web-based application is limited or not clearly demonstrated. 0 points/role = experience not clearly demonstrated or not addressed. 	
<p>2.2 Up to 5 points for the demonstration of experienced personnel in a supporting or back-up capacity in the required roles, as follows:</p> <ul style="list-style-type: none"> 5 points = Bidder demonstrates additional experienced personnel able to provide supporting services to the lead in at least five (5) of the six (6) roles; 4 points = Bidder demonstrates additional experienced personnel able to provide supporting services to the lead in four (4) of the six (6) roles; 3 points = Bidder demonstrates additional experienced personnel able to provide supporting services to the lead in three (3) of the six (6) roles; 	

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>2 points = Bidder demonstrates additional experienced personnel able to provide supporting services to the lead in two (2) of the six (6) roles;</p> <p>1 point = Bidder demonstrates additional experienced personnel able to provide supporting services to the lead in one (1) of the six (6) roles;</p> <p>0 points = back-up or supporting personnel are not provided.</p>	
<p>R3. Proposed Web-based Platform</p> <p>The Bidder should propose the web-based platform it will develop and deliver to AAFC to meet the requirements set out in the Statement of Work, including:</p> <ul style="list-style-type: none"> a) a written description of its proposed hosting and database environment for the secure web-based platform; and b) a written description and print-outs of any drawings, design images or screen shots of its proposed website for data delivery, display and download by the public including at a minimum, a mock-up of the screens, data and functionality for the following three (3) functions: <ul style="list-style-type: none"> Using the sample dataset for a fictional station location found at ftp://ftp.agr.gc.ca/outgoing/stb-kg/ (the "sample datasets"). Bidders should create and submit mock-ups for the following three (3) sample functions: <ul style="list-style-type: none"> a. Current Data Display – displaying for <u>each</u> of the three (3) sensors the current (as provided in the sample data set) Soil Moisture and Temperature data for the station location, together with the Meteorological Observation data. b. Historical Data Display – demonstrating display capabilities and the user functionality proposed that will allow users to access and display in a <u>daily summary</u> in tabular format the following calculated summary statistics for all <u>15 minute</u> Historical Data recorded for the day (calculated by the Bidder using the Historical Data provided in the sample dataset) for: <ul style="list-style-type: none"> i. RHAvg (%) (average daily relative humidity measured at a 1.5 m height, in percent); ii. Temp (°C) (average daily air temperature recorded at the station, measured at a 1.5 m height, in percent); iii. TempMax (°C) (maximum daily air temperature recorded at the station, measured at a 1.5 m height, in percent); iv. TempMin (°C) (minimum daily air temperature recorded at the station, measured at a 1.5 m height, in percent); 	<p>Up to 84 points</p>

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>v. Precip (mm) (cumulative daily rain amount recorded at the station, measured at a 2.5 m height, in mm);</p> <p>vi. WindDir (Average daily wind direction at the station, measured at a 3 m height, in cardinal direction);</p> <p>vii. WindSpeed (km/h) (average daily windspeed measured at a 3 m height, in km/h);</p> <p>viii. WindspeedMax (km/h) (maximum daily windspeed measured at a 3 m height, in km/h);</p> <p>ix. WindspeedMin (km/h) (minimum daily windspeed measured at a 3 m height, in km/h); and</p> <p>x. For each of the three (3) soil sensors at the station:</p> <ol style="list-style-type: none"> 1. Temp (°C) (average daily soil temperature (HydraProbe parameter F) at each depth of sensor, in °C); and 2. WFV (%) (average daily calibrated soil moisture (vertical surface sensor) at each depth of sensor, in %). <p>c. Graphical Display – demonstrating display capabilities and the user functionality proposed that will allow users to graph the 15 minute data on an Hourly and Daily basis (i.e. 96 records, calculated by the Bidder using the data provided in the sample dataset) for Soil Moisture and Temperature data for the station location, together with the Meteorological Observation data.</p> <p>In addition to screenshots/descriptions, the Bidder’s mock-up may additionally consist of a functioning sandboxed application delivered with the Proposal on USB.</p> <p>Bidders MUST <u>not</u> provide links to a live website. The sole basis of evaluation is information submitted within the Bidder’s proposal package delivered to AAFC on or before the RFP closing date and time. AAFC is <u>not</u> able to evaluate information published live on the internet. As such, in order to be eligible to receive points on this criterion, Bidders MUST provide a stand-alone mock-up of the pages for the three (3) functions for the proposed web-based platform.</p> <p>Points will be awarded as follows:</p>	
<p>3.1 Up to 24 points for the Bidder’s proposed Current Data Display page and associated description, as follows:</p> <ol style="list-style-type: none"> a) 8 points = Current Data Display page correctly displays the provided sample dataset for the station for all sensors and variables provided in the sample dataset. b) 8 points = Proposed page layout will be intuitive for users to access data and functionality on the page as well as to navigate the proposed website. 	

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>c) 8 points = The Bidder demonstrates how the site will comply with Government of Canada Web Standards (WET Toolkit, Canada.ca Content Style Guide and Canada.ca Design System) and WCAG 2.0 or higher, Level AA.</p> <p>Each of items a) through c) will be assessed using the following point-scale:</p> <p>8 points/item = The Bidder's proposed approach and capabilities are well described and the compliance to AAFC's requirements is clearly demonstrated;</p> <p>6 points/item = The Bidder's proposed approach and capabilities are described. Compliance to AAFC's requirements is demonstrated.</p> <p>4 points/item = The Bidder's proposed approach and capabilities are described. Compliance to AAFC's requirements is demonstrated in part, but there may be errors in the page or elements absent.</p> <p>2 points/item = The Bidder's proposed approach and capabilities are not clearly described or are lacking in detail. How the site will comply with AAFC's requirements is not clearly demonstrated.</p> <p>0 points/item = Not addressed.</p>	
<p>3.2 Up to 20 points for the Bidder's proposed Historical Display page and associated description, as follows:</p> <p>a) Up to 5 points = Historical Data Display page correctly displays the 15-minute data based on the provided sample dataset, including accurate results of calculations for all sensors and variables provided in the sample dataset.</p> <p>b) Up to 5 points = Historical Data Display page correctly calculates and displays the daily summary data based on the provided sample dataset, including accurate results of calculations for all sensors and variables provided in the sample dataset.</p> <p>c) Up to 5 points = Proposed page layout will be intuitive for users to access data and functionality on the page as well as to navigate the proposed website.</p> <p>d) Up to 5 points = The Bidder demonstrates how the site will comply with Government of Canada Web Standards (WET Toolkit, Canada.ca Content Style Guide and Canada.ca Design System) and WCAG 2.0, or higher Level AA.</p> <p>Each of items a) through d) will be assessed using the following point-scale:</p> <p>5 points/item = The Bidder's proposed approach and capabilities are well described and the compliance to AAFC's requirements is clearly demonstrated;</p> <p>3 points/item = The Bidder's proposed approach and capabilities are described. Compliance to AAFC's requirements is demonstrated.</p> <p>2 points/item = The Bidder's proposed approach and capabilities are described. Compliance to AAFC's requirements is demonstrated in part, but there may be errors in the page or elements absent.</p> <p>1 point/item = The Bidder's proposed approach and capabilities are not clearly described or are lacking in detail. How the site will comply with AAFC's requirements is not clearly demonstrated.</p> <p>0 points/item = Not addressed.</p>	

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>3.3 Up to 20 points for the Bidder's proposed Graphical Display page and associated description, as follows:</p> <p>Up to 10 points for demonstration of the delivery and display capabilities for each of the a) Hourly data set and b) Daily data set, based on up to 5 points for each of a) and b):</p> <p>5 points/data set = users will be provided with multiple user-selectable options for data delivery, display and download that are complete, intuitive and easy to use (e.g. minimal number of clicks, multiple means of accessing data, etc.).</p> <p>3 points/data set = users will be provided with two (2) user-selectable options for data delivery, display and download that are intuitive and easy to use (e.g. minimal number of clicks).</p> <p>1 point/data set = users will be provided with at least one (1) user-selectable option for data delivery, display or download.</p> <p>0 points = Not clearly demonstrated or not addressed.</p> <p>Up to 10 points for demonstration that the proposed Graphical Display page will meet a) Government of Canada Web Standards (WET Toolkit, Canada.ca Content Style Guide and Canada.ca Design System) and b) WCAG 2.0, or higher, Level AA, based on up to 5 points for each of a) and b):</p> <p>5 points/standard = Proposed page clearly demonstrates compliance with with the identified standard or the Bidder demonstrates through clear description how the proposed page will comply with the identified standard;</p> <p>3 points/standard = Some compliance to the identified standard is demonstrated. Description may be lacking in detail or missing elements.</p> <p>1 point/standard = Compliance to the identified standard is discussed at a high level. Description lacks detail and is missing a number of elements.</p> <p>0 points/standard = Not clearly demonstrated or not addressed.</p>	
<p>3.4 Up to 20 points for the extent to which the Bidder's proposed web-based platform meets the following AAFC requirements (as further described in the Statement of Work):</p> <p>Up to 4 points for each of the following elements:</p> <ul style="list-style-type: none"> a) The Bidder demonstrates the security of the proposed hosting environment, including physical and technological security, security built into the design of the web-platform, and effective measures to be put in place to mitigate compromise to the security or integrity of AAFC data, the website and users; b) The Bidder demonstrates how the proposed database structure and capabilities will provide for ease of data ingestion, support automated calculations, and provide for ease of updating the database in the event of changes made to the number, location, or data reported from sensors or stations; c) The Bidder demonstrates how the proposed platform functionality will be equally accessible to users via all supported browsers (IE/Edge, Mozilla, Chrome, Chromium) and fully accessible to users via an internet browser on widely used mobile device platforms (Android, iOS); d) The Bidder demonstrates how the proposed platform will meet AAFC's service standards for availability, page response and page load/data refresh time; and 	

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>e) The Bidder demonstrates how the proposed platform will provide users with interactive mapping capabilities.</p> <p>Each of items a) through e) will be assessed using the following point-scale:</p> <p>4 points/item = The Bidder's proposed approach and capabilities are well described and the compliance to AAFC's requirements is clearly demonstrated;</p> <p>3 points/item = The description of the Bidder's proposed approach and capabilities lacks detail but the compliance to AAFC's requirements is clearly demonstrated;</p> <p>1 point/item = The description of the Bidder's proposed approach and capabilities lacks detail and compliance to AAFC's requirements is not clearly demonstrated</p> <p>0 points = Not clearly demonstrated or not addressed.</p>	
<p>R4. Proposed Work Plan, and Service Delivery Approach</p> <p>The Bidder should provide its work plan for the design, development, testing, and go-live delivery of its proposed web-based platform that ensures the delivery of a web-ready platform by October 31, 2020. This should address:</p> <ul style="list-style-type: none"> a) Key activities, including the Bidder's Key Personnel assigned to each; and b) Schedule of deliverables and milestones up to the launch of the platform to the public by November 1, 2020. <p>The Bidder should identify two (2) potential risks to the delivery of the proposed web-based platform together with its proposed mitigation measures.</p> <p>The Bidder should also describe its service delivery approach for on-going hosting, maintenance and support of the web-based platform, including how it will report to AAFC.</p> <p>Points will be awarded as follows:</p>	Up to 70 points
<p>4.1 Up to 30 points will be assessed for the extent to which the Bidder's proposed Work Plan addresses the requirements of the Statement of Work, demonstrates an understanding of AAFC's requirements for the design, development and delivery of the RISMA web-based platform, and demonstrates that the proposed web-based platform will be available and ready to go-live no later than October 31, 2020.</p> <ul style="list-style-type: none"> a) Up to 10 points = Proposed Work Plan addresses all key activities and deliverables for the design, development and delivery of the proposed web-based platform; b) Up to 10 points = Proposed Work Plan demonstrates an understanding of AAFC's requirements for the services, and the requirements of the RISMA web-based platform, including understanding of the requirements of the GC's Web Standards, WCAG 2.1 standards (Level AA), use of WET templates, Canada.ca Content Style Guide, Canada.ca Design System, and requirements for bilingualism, mapping and data quality standards; 	Up to 30 points

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>c) Up to 10 points = Proposed Work Plan demonstrates that the web-based platform will be ready for cutover and go-live by October 31, 2020.</p> <p>Each of items a) through c) will be assessed using the following point-scale:</p> <p>10 points/item = The Bidder's proposed work plan is complete and well described. Ability to meet AAFC's requirements is clearly demonstrated;</p> <p>8 points/item = The Bidder's proposed work plan is described. Minor elements may be absent. Ability to meet AAFC's requirements is clearly demonstrated.</p> <p>6 points/item = The Bidder's proposed work plan is described. Ability to meet AAFC's requirements is demonstrated in part, but there may be errors, assumptions or gaps in the work plan.</p> <p>4 points/item = The Bidder's proposed work plan is not clearly described or is lacking in detail. The ability to meet AAFC's requirements is not clearly demonstrated.</p> <p>0 points/item = Not addressed.</p>	
<p>Up to 10 points will be assessed for the Bidder's demonstrated understanding of the requirements as demonstrated through the Bidder's description of potential risks to the delivery of the project and proposed mitigation measures.</p> <p>Up to 5 points for each of two (2) identified risks together with proposed mitigation measures, as follows:</p> <p>5 points/risk = The Bidder identifies and fully defines a risk or problem that might realistically present a major challenge to the delivery of the web-based platform. The risk is quantified or qualified and likelihood is assessed. The Bidder provides feasible and effective strategies for risk mitigation or avoidance, including addressing residual risk.</p> <p>3 points/risk = The Bidder identifies a risk or problem that might present a challenge to the delivery of the web-based platform. The risk is quantified or qualified or likelihood is assessed. The Bidder describes feasible strategies for risk mitigation or avoidance.</p> <p>1 point/risk = The Bidder identifies a risk or problem. Description or demonstrated relevance is lacking in detail. Mitigations are not fully described or are not demonstrated to be feasible.</p> <p>0 points/risk = Not addressed.</p>	Up to 10 points
<p>Up to 30 points (up to 6 points per factor a) through d):</p> <p>a) The Bidder's proposed approach to maintaining the web-based platform and underlying technology, addressing</p>	Up to 30 points

POINT-RATED EVALUATION CRITERIA	WEIGHT
<p>patches, fixes, error corrections to ensure on-going operability of the platform for users;</p> <p>b) The Bidder's proposed approach to data ingestion, QA/QC, and distribution via the web-based platform to ensure accurate and timely data display for users;</p> <p>c) The Bidder's proposed approach to updating the database and web-based platform to modify, remove or add sensors, stations, variables and data fields, addressing all user functionality, to ensure the platform remains up to date and fully functional while addressing changes in RISMA network requirements;</p> <p>d) The Bidder's proposed approach for problem identification, notification and resolution to meet AAFC's service standards as set out in the Statement of Work.</p> <p>Each of items a) through d) will be assessed using the following point-scale:</p> <p>6 points/item = The Bidder's proposed approach is complete and well described. The ability to meet AAFC's requirements is clearly demonstrated;</p> <p>4 points/item = The Bidder's proposed approach is complete and described. Minor elements may be absent. Ability to meet AAFC's requirements is clearly demonstrated.</p> <p>2 points/item = The Bidder's proposed approach is described. Ability to meet AAFC's requirements is demonstrated in part, but there may be errors, assumptions or gaps in the approach. The ability to meet AAFC's requirements is not clearly demonstrated</p> <p>0 points/item = Not addressed.</p>	