



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
11 Laurier St./11, rue Laurier  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Processing Software Solution	
<b>Solicitation No. - N° de l'invitation</b> 24062-180627/D	<b>Date</b> 2020-07-13
<b>Client Reference No. - N° de référence du client</b> 24062-180627	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-138-38306	
<b>File No. - N° de dossier</b> 138xl.24062-180627	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-08-25</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Weinberger, Beth	<b>Buyer Id - Id de l'acheteur</b> 138xl
<b>Telephone No. - N° de téléphone</b> (819) 576-5319 ( )	<b>FAX No. - N° de FAX</b> (000) 000-0000
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> TREASURY BOARD OF CANADA, SECRETARIAT 90 ELGIN STREET OTTAWA Ontario K1A0R5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Shared Systems Division (XL)/Division des systèmes  
partagés (XL)  
Terrasses de la Chaudière  
4th Floor, 10 Wellington Street  
4th etage, 10, rue Wellington  
Gatineau  
Québec  
K1A 0S5

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

## **Notice of Proposed Procurement (NPP)**

### **Request Processing Software Solution (RPSS)**

#### **1.0 Overview**

The Request Processing Software Solutions (RPSS's) are intended to support Access to Information and Privacy (ATIP) offices in over 265 Government of Canada (GC) institutions for the delivery of ATIP services.

Given that GC institutions currently provide ATIP services in a wide variety of different ways with software solutions that in most cases are not flexible enough to efficiently retrieve information or allow for interaction/sharing of secured information, the GC seeks to modernize its various request management software solutions used throughout the federal government. New RPSS solutions must provide the GC with more current and more advanced technology in federal ATIP offices and should benefit in terms of significant gains in efficiency and administrative cost savings to process ATIP requests, and abandon existing stove-piped, legacy, and/or paper-based solutions.

The GC is therefore seeking to put in place up to 2 multi-departmental contracts per Tier of functionality (Tier I and Tier II) for approximately 265 Government of Canada departments, agencies, Crown corporations and their wholly-owned subsidiaries to leverage.

#### **2.0 Capabilities and Business Requirements**

Canada seeks a number of capabilities and business requirements to be addressed by the Proposed Solution, including, but not limited to:

##### **2.1 The RPSS must achieve the following:**

- i Automate or increase efficiency of electronically processing ATIP requests and administrative processes;
- ii Retire manual and/or paper-based processes;
- iii Increase integration among GC tools and systems;
- iv Streamline database design to increase performance and reliability;
- v Centralize data where feasible (single-source) and share via services;
- vi Reduce overall data footprint;
- vii Increase accuracy and standardization of data;
- viii Reduce data entry burden for staff;
- ix Better utilize existing data for improved analysis, reporting, and decision-making;
- x Improve system design, interface, usability, and user-friendliness;

- xi Reduce reliance on manual data corrections to reduce overall operational costs;
- xii Improve quality of system releases to minimize need for corrective maintenance;
- xiii Utilize innovative web technologies for integrated and cost-effective solutions;
- xiv Rapidly and efficiently respond to legislative mandates requiring system changes;
- xv Reduce overall costs to operate/maintain RPSS for processing ATIP requests;
- xvi Deploys on single or multi-domain network environments;
- xvii Interfaces (integrates) with the GC Online Request Service;
- xviii Produces consistent responses;
- xix Enables GC institutions to electronically deliver ATIP services in compliance with legislation and policies Including official languages and Accessibility;
- xx Offers a range of functionality levels for the processing of ATIP requests by GC institutions that have a need for higher levels of automation, integration and reporting; and
- xxi Offers additional functionality that can support GC institutions with advanced levels of automation, system integration, and specialized functionality for the delivery of their ATIP services.

**2.2 (a) Scope for TIER I:**

The Contractor must provide a cost saving version of the RPSS that provides the basic functionality required to deliver government of Canada ATIP obligations to the Canadian public. At a minimum, the solution at this tier must provide the functionality as described in Appendix A to Annex A of the RFP and must be aligned with Canadian legislation, policies and directives.

Requirements such as:

- i Case Management;
- ii Electronic Redaction;
- iii Collaboration;
- iv Search and Reporting;
- v Auditing; and
- vi Application Security

**2.2 (b) Scope for TIER II:**

The Contractor must provide a robust version of the RPSS that provides the basic and advanced functionality required to deliver government of Canada ATIP obligations to the Canadian public. The Solution at this tier must provide the functionality as described in Appendix B to Annex A of the RFP and must be aligned with Canadian legislation, policies and directives.

Tier II requirements provide additional functionality and / or more precision to requirements identified in the Tier I solution. A feature-rich solution that supports GC institutions with advanced levels of automation, system integration and specialized functionality to deliver ATIP services. Requirements such as:

- i Correspondence management;
- ii Fees management;
- iii Alerts;
- iv Workflow Management;
- v Metrics and Data Analysis; and
- vi Pattern Recognition and Machine Learning

### **3.0 Procurement Strategy**

The selection process in this agile procurement process will be conducted in two Stages.

Stage 1 Evaluation: Highest responsive combined rating of technical merit 70% and price 30%.

Top-ranked responsive bids will be determined based on the proposal which has met all mandatory requirements and offers the Highest Responsive Combined Rating of Technical Merit and Price as calculated above.

Following the evaluations, the top 3 ranked responsive bidders in each tier will be invited to a Capability and Usability Evaluation (CUE).

Stage 2 Evaluation– Highest combined rating of Technical (10%), Financial (30%) and Capability and Usability Evaluation (60%).

Following the completion of the CUE evaluations, the top 2 ranked bids in this stage will be determined based on the highest responsive combined rating of the technical score from stage 1, financial score and the CUE.

The Phased Bid Compliance Process (PBCP) will apply to this requirement in accordance with PSPC's PBCP policy.

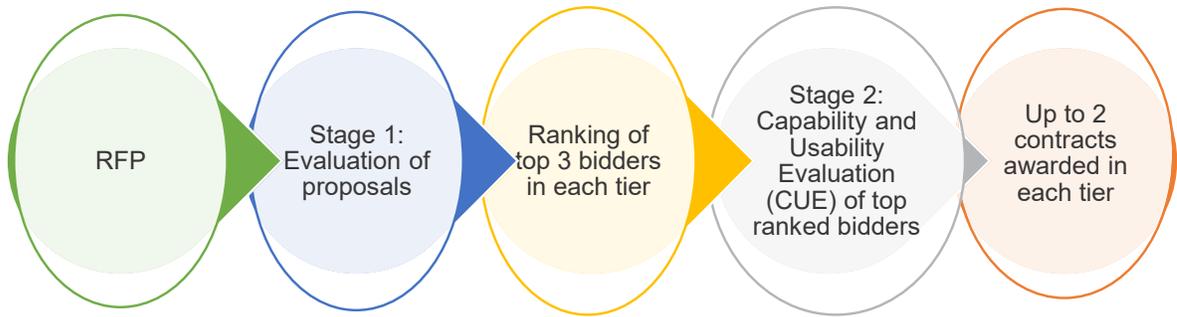
While Canada intends to issue a Contract(s) of a specific duration, Canada will reserve the right to continue to Contract for and leverage this Solution for as long as it makes business sense for Canada to do so.

The agile procurement will include provisions that allows for the contracted Solution(s) to evolve with time and technology, including incorporation of functionality or technology that isn't currently part of the requirement.

The resulting contracts will grant Canada the right to consider these evolutionary functionality or technology to be part of the ongoing scope of the work being done under the Contract, subject to Canada's internal approval processes.

Additionally, the resulting Contracts will include provisions to grant Canada the sole reserve to, at a subsequent date and at its sole discretion, identify the solution either as a multi-departmental solution, or designate the solution as a Government of Canada Enterprise-wide standard if and when determined by the GC-Enterprise Architecture Review Board (GCEARB).

The multi-phase agile procurement (MPAP) process is conducted over the following phases:



<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

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Solicitation No. – N° de l'invitation  
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Amd. No – N° de la modif.

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File No. – N° du dossier

CCC No./ N° CCC – FMS No/ N° VME

## BID SOLICITATION

### ACCESS TO INFORMATION AND PRIVACY (ATIP) REQUEST PROCESSING SOFTWARE SOLUTION (RPSS)

#### FOR

#### TREASURY BOARD SECRETARIAT (TBS)

#### Table of Content

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>6</b>
1.1 Introduction.....	6
1.2 Summary .....	6
1.3 Phased Bid Compliance Process.....	8
1.4 Security Requirements .....	8
1.5 Debriefings .....	8
1.6 Conflict of Interest - Unfair Advantage .....	8
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>10</b>
2.1 Standard Instructions, Clauses and Conditions .....	10
2.2 Submission of Bids .....	11
2.3 Former Public Servant .....	11
2.4 Enquiries - Bid Solicitation.....	Error! Bookmark not defined.
2.5 Applicable Laws .....	Error! Bookmark not defined.
2.6 Improvement of Requirement During Solicitation Period	Error! Bookmark not defined.
2.7 Volumetric Data .....	Error! Bookmark not defined.
2.8 Bid Challenge and Recourse Mechanisms.....	13
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>Error! Bookmark not defined.</b>
3.1 Bid Preparation Instructions .....	Error! Bookmark not defined.
3.2 Bid Submission: .....	Error! Bookmark not defined.
3.3 Joint Venture Experience: .....	Error! Bookmark not defined.
3.4 Section I: Technical Bid .....	Error! Bookmark not defined.
3.5 Section II: Financial Bid .....	Error! Bookmark not defined.
3.6 Section III: Certifications .....	Error! Bookmark not defined.
3.7 Section IV: Additional Information .....	17
3.8 Supply Chain Integrity (SCI) Requirements .....	Error! Bookmark not defined.
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>Error! Bookmark not defined.</b>
4.1 Evaluation Procedures .....	Error! Bookmark not defined.

<b>Solicitation No. – N° de l’invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l’acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

4.2 **Phased Bid Compliance Process** ..... 18

4.3 **Technical Evaluation**..... 21

4.4 **Financial Evaluation**.....21

4.5 **Capability and Usability Evaluation (CUE)** ..... Error! Bookmark not defined.

4.6 **Ranking of Bids**.....23

4.7 **Rights of Canada**..... Error! Bookmark not defined.

4.8 **Rejection of Bids** ..... Error! Bookmark not defined.

**PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION** .Error! Bookmark not defined.

5.1 **Certifications Required with Bid**..... Error! Bookmark not defined.

5.2 **Certifications Precedent to Contract Award and Additional Information**..... Error! Bookmark not defined.

5.3 **Integrity Provisions – Required Documentation**..... 27

5.4 **Federal Contractors Program for Employment Equity - Bid Certification**.....27

5.5 **Sole Bid – Price Support** ..... 27

**PART 6 - SECURITY AND FINANCIAL REQUIREMENT** ..... 28

6.1 **Canadian Suppliers**:..... 28

6.2 **Foreign Supplier** ..... 28

6.3 **Financial Capability**..... 28

**PART 7 - RESULTING CONTRACT CLAUSES** ..... 29

7.1 **Requirement**..... 29

7.2 **Optional Goods and Services** ..... Error! Bookmark not defined.

7.3 **Standard Clauses and Conditions** ..... Error! Bookmark not defined.0

7.4 **Security Requirement** ..... Error! Bookmark not defined.

7.5 **Contract Term** ..... Error! Bookmark not defined.

7.6 **Delivery Date** ..... Error! Bookmark not defined.

7.7 **Authorities** ..... Error! Bookmark not defined.

7.8 **Solution** ..... 32

7.9 **Solution Operational Changes** ..... 33

7.10 **Solution Maintenance and Support**..... 33

7.11 **Solution Services** ..... 35

7.12 **Contractor’s Use of Canada’s Data** ..... 35

7.13 **Documentation** ..... 36

7.14 **Professional Services – General** ..... 36

7.15 **Governance**.....38

7.16 **Payment**..... 38

7.17 **Invoicing Instructions** ..... 41

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

7.18 Taxes ..... Error! Bookmark not defined.

7.19 Proactive Disclosure of Contracts with Former Public Servants Error! Bookmark not defined.

7.20 Certifications ..... Error! Bookmark not defined.2

7.21 Federal Contractor’s Program for Employment Equity ... Error! Bookmark not defined.

7.22 Insurance Requirements ..... 42

7.23 Limitation of Liability ..... 42

7.24 Priority of Documents ..... 43

7.25 Foreign Nationals (Canadian Contractor) ..... 43

7.26 Foreign Nationals (Foreign Contractor) ..... 43

7.27 Remedies ..... 43

7.28 Subcontracts ..... 44

7.29 Excuseable Delay ..... 44

7.30 Right to Terminate ..... 44

7.31 Inspection and Acceptance of Work ..... 44

7.32 General Provisions ..... 45

7.33 Joint Venture Contractor ..... 46

**ANNEX A – STATEMENT OF WORK ..... 47**

**ANNEX B – BASIS OF PAYMENT ..... 65**

**ANNEX C – SECURITY REQUIREMENTS CHECK LIST..... 69**

**ANNEX D – DEFINITIONS AND INTERPRETATIONS ..... 70**

**ANNEX E – SUPPLY CHAIN INTEGRITY PROCESS ..... 76**

**ANNEX F – TASK AUTHORIZATION FORM ..... 82**

**ANNEX G - BID EVALUATION AND CAPABILITY AND USABILITY EVALUATION ..... Error!**  
Bookmark not defined.

**ANNEX H - FORMS .....143**

**List of Annexes and Appendices to the Bid Solicitation:**

**Annex A STATEMENT OF WORK**

- Appendix A – Tier I Functionality
- Appendix B – Tier II Functionality
- Appendix C - Records Group Concept

**Annex B BASIS OF PAYMENT**

- Optional Task Authorized Professional and Training Services Resource Categories

**Annex C SECURITY REQUIREMENT CHECK LIST**

**Annex D DEFINITIONS AND INTERPRETATIONS**

**Annex E SUPPLY CHAIN INTEGRITY PROCESS**

- Appendix A – Non-Disclosure Agreement related to Supply Chain Integrity

**Solicitation No. – N° de l'invitation**  
24062-180627/A

**Amd. No – N° de la modif.**

**Buyer ID – Id de l'acheteur**  
138XL

**Client Ref. No. – N° de réf. De client**  
24062-180627

**File No. – N° du dossier**

**CCC No./ N° CCC – FMS No/ N° VME**

Appendix B – Resulting SCSI Assessment

**Annex F TASK AUTHORIZATION FORM**

**Annex G BID EVALUATION CRITERIA AND CAPABILITY AND USABILITY EVALUATION**

Appendix A – Detailed Functionality Overview

Appendix B – Standard Reports

Appendix C – Request Forms

**Annex H FORMS**

Form 1 – Bid Submission Form

Form 2 – Federal Contractor Program for Employment Equity – Certification

Form 3 – Software Publisher Certification Form

Form 4 – Software Publisher Authorization Form

Form 5 – Declaration Form

Form 6 – List of Names Form

Form 7 – Electronic Payment Instruments

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**BID SOLICITATION**

**ACCESS TO INFORMATION AND PRIVACY (ATIP) REQUEST PROCESSING  
SOFTWARE SOLUTION (RPSS)**

**FOR**

**TREASURY BOARD SECRETARIAT (TBS)**

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

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

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

The annexes the Statement of Work and any other annexes.

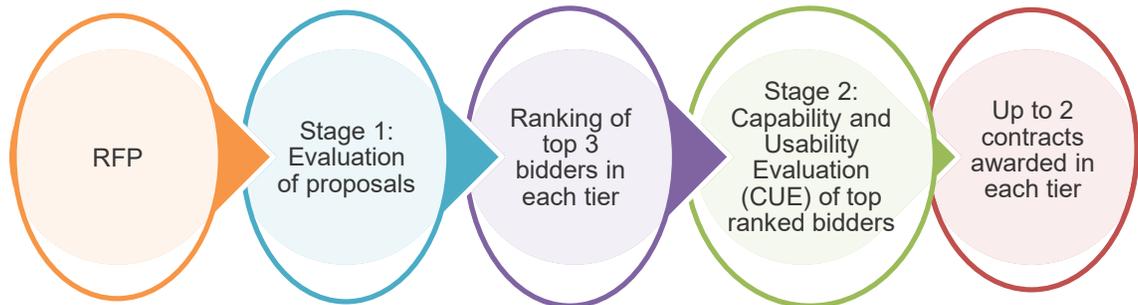
**1.2 Summary**

- (a) A Request for Information (RFI) #24062-180627/C was issued on August 20, 2019. The main goal of the engagement with Industry was to solicit industry feedback on Canada's proposed requirements to determine industry's interest and capacity to provide the proposed Solution.
- (b) This bid solicitation is being issued to satisfy the requirement of Treasury Board Secretariat (the "Client") for Access to Information and Privacy Request Processing Software Solutions (the "Solutions"). The required Solutions must include the perpetually Licensed Software, a 12-months warranty, software maintenance and support, Professional Services including implementation, User accessibility testing, configuration and documentation. Additional optional Training and Professional Services must also be provided, on an as and when requested basis. Maintenance must include updates to the software to reflect changes made to the *Access to Information Act* and *Privacy Act*.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (c) The bid solicitation is intended to result in the award of up to two (2) contracts in two different tiers of functionality (Tier I and Tier II), as defined in Annex A – Statement of Work, for an initial duration of 1 year each. The Contracts will include 9 irrevocable options allowing Canada to extend the term of the Contract by one year each.
- (d) A Bidder can submit a bid per tier of functionality. Bidders are to clearly indicate in its bid which tier(s) of functionality its bidding on.
- (e) This bid solicitation will also allow Canada to make the Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under section 16 of the Department of [Public Works and Government Services Act](#) (each a "**Client**"). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- (f) While Canada intends to issue Contracts of a specific duration, Canada reserves the right to continue to Contract for and leverage the Solutions for as long as it makes business sense for Canada to do so. Canada also expects that these types of Solutions will evolve with time and technology, including incorporation of functionality or technology that isn't currently part of the requirement. Canada reserves the right to consider these evolutionary functionality or technology to be part of the ongoing scope of the work being done under the Contracts, subject to Canada's internal approval processes. Canada reserves the right to, at a subsequent date and at its sole discretion, identify a solution either as a multi-departmental solution, or designate a solution as a Government of Canada Enterprise-wide standard if and when determined by the GC-Enterprise Architecture Review Board (GCEARB).

This bid solicitation and the resulting Contracts will follow an agile procurement approach with a 2-stage evaluation process in order to encourage more effective collaboration with vendors. Being agile means approaching projects with short phases at a fast pace, while assessing and addressing challenges along the way. The procurement process will be conducted as per the following phases:



- (g) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada United States Mexico Agreement (CUSMA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Panama Free Trade Agreement (CPFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) if it is in force, the Canadian Free Trade Agreement (CFTA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada-Peru Free Trade Agreement (CPFTA), Canada-Ukraine Free Trade Agreement (CUFTA), and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (h) The Federal Contractors Program (FCP) for employment equity applies to this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the Annex H – Forms, Form 2 entitled "Federal Contractors Program for Employment Equity - Certification".
- (i) This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### 1.3 Phased Bid Compliance Process (PBCP)

The Phased Bid Compliance Process applies to this requirement.

### 1.4 Security Requirements

- a) There are security requirements associated with this requirement. Before award of a contract, the following conditions must be met:
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 6 – Resulting Contract Clauses;
  - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
  - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - iv. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.5 Debriefings

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

### 1.6 Conflict of Interest – Unfair Advantage

- (a) In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
  - (i) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - (ii) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (b) The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- (c) Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Service and Procurement Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The [2003 \(2019-03-04\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5(4) of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: 60 days
  - (ii) Insert: 365 days
- (e) The 2003 standard instructions is amended as follows:
  - (i) Section 5, entitled Submission of bids, is amended as follows:
    - A. subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
    - B. subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
    - C. subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
    - D. Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
    - E. Section 07, entitled Delayed bids, is amended as follows:
      - i. Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
    - F. Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

#### **"Transmission by facsimile or by epost Connect"**

##### **1. Facsimile**

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

##### **2. epost Connect**

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation \(https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a\)](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
  - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled "Submission of bids."

## 2.2 Submission of Bids

- (a) Bids must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation using epost Connect at this email address:  
[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)
- (b) It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified above in order to register for the epost Connect service.

## 2.3 Former Public Servant

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

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

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

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

**(c) Former Public Servant in Receipt of a Pension**

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

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

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

**(d) Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

**2.4 Enquiries - Bid Solicitation**

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

**2.5 Applicable Laws**

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

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**Note to Bidders:** Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

## 2.6 Improvement of Requirement during Solicitation Period

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

## 2.7 Volumetric Data

The data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of ATIP request processing software solutions (RPSS) will be consistent with this data. It is provided purely for information purposes.

## 2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) Canada requests that the Bidder submits its bid electronically in accordance with section 08 of the SACC 2003 Standard Instructions – Goods or Services – Competitive Requirements. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit (BRU) email address [tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca) in order to register for the epost Connect service. Bids will not be accepted if emailed directly to this BRU email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.
- (b) The Bidder must present the following sections of their bid in one (1) PDF:
  - (i) Section I: Technical Bid
  - (ii) Section II: Financial Bid
  - (iii) Section III: Certifications
- (c) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

### 3.2 Bid Submission(s)

- (a) A Bidder, including related entities, will be permitted to submit one bid per tier in response to this bid solicitation. The Bidder must indicate to which tier of functionality they are applying to. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), those Bidders will be required to clearly identify the tier or tiers that are to be considered by Canada. Failure to identify the tier, Canada will choose in its discretion which bid to consider.
- (b) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "**related**" to a Bidder if:
  - (i) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - (ii) they are "related persons" or "affiliated persons" according to the [Canada Income Tax Act](#);
  - (iii) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - (iv) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (c) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

### 3.3 Joint Venture Experience:

- (a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.  
Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- (b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.  
Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

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

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

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

That show in total 100 billable days.

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

### 3.4 Section I: Technical Bid

- a) In their technical bid, Bidders must clearly indicate which Tier(s) of functionality they are bidding on and must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. **Simply repeating the statement contained in the bid solicitation is not sufficient.** In order to facilitate the evaluation of the bid, Canada requests that Bidders respond and address the requirements in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- c) The technical bid consists of the following:
- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Form 1 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
  - (ii) **Technical Documentation:** The Bidder is requested to provide technical documentation such as user manuals, screenshots, video demonstrations, design or system management documents (or other information sources) to support the Bidder's response to each requirement. Links to websites are not acceptable and if provided to validate a mandatory requirement, it may render the bid response non-compliant. Any reference material listed by the Bidder to demonstrate compliance on a criteria is requested to be part of the bid. If it is not included in the bid, it will not be taken into consideration by Canada. Where the reference is not located, Canada may request that the Bidder direct Canada to the appropriate location in the bid documentation.
  - (iii) **Previous Similar Projects:** Where the bid is to include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) each project description should include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iii) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions identified in Annex A, Statement of Work. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given resource category.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

(iv) **Customer Reference Contact Information:**

The Bidder should provide customer references. The customer reference is required to confirm, "if" requested by PSPC, the facts identified in the Bidder's bid.

The form of question to be used to request confirmation from customer references is as follows:

[Sample Question to Customer Reference: "Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"

\_\_\_ Yes, the Bidder has provided my organization with the services described above.

\_\_\_ No, the Bidder has not provided my organization with the services described above.

\_\_\_ I am unwilling or unable to provide any information about the services described above.]

For each customer reference, the Bidder should, at a minimum, provide the name and e-mail address for a customer contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the customer contact person. It is the sole responsibility of the Bidder to ensure that it provides a customer contact who is knowledgeable about the services the Bidder has provided to the customer and who is willing to act as a customer reference. Crown references will be accepted.

(v) **List of Proposed Software that will form part of the Solution:** The Bidder is requested to include a complete list identifying both the name and the version number of each component of the Software required for the proposed Solution. If the list of proposed Licensed Software is not included with the bid, it must be delivered to the Contracting Authority prior to Contract Award.

(vi) **Description of Evolution of Solution:** The Bidder is requested to describe when and how the proposed Solution was conceived and how it has evolved, with the accomplishments of each release. This is requested for information purposes only and will not be evaluated.

(vii) **Implementation Plan:** The Bidder must include a proposed implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the mandatory requirements for implementation described in Annex A – Statement of Work, and how the Bidder will be able to support the deployment of their RPSS to multiple clients at once.

### 3.5 Section II: Financial Bid

(a) **Pricing:** Bidders must submit their financial bid in accordance with Annex B – Basis of Payment. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

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

(c) **Variation in Resource Rates by Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods. The rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first option year of the Contract.

(d) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

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

(f) **Financial Submission:** In the Financial Submission, Bidders must submit the proposed Solution pricing and applicable percentage discount, and any prices or rates applicable for professional services to be provided by the Bidder. It is required that the Financial

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Submission be presented as per the template provided in Annex B – Basis of Payment firm prices. The Financial Submission should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Submission will be evaluated.

- (i) The following must be addressed in the Bidder's Annex B – Basis of Payment firm prices:
  - (1) **Solution's Name:** Bidders must provide the commercial name that the Publisher uses to identify the Solution commercially; and
  - (2) **Solution's Publisher's Name:** Bidders must provide the name of the Publisher that owns the Intellectual Property rights to the Solution.
- (ii) The prices must be:
  - (1) the Bidder's commercial pricing less the applicable percentage discount,
  - (2) in Canadian dollars; and,
  - (3) exclusive of Goods and Services Tax or Harmonized Sales tax.
- (g) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex H – Forms, Form 7 – Electronic Payment Instruments, to identify which ones are accepted.
 

If Annex H – Forms, Form 7 – Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.
- (h) The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### 3.6 Section III: Certifications

It is a requirement that bidders submit the certifications required under Part 5.

### 3.7 Section IV: Additional Information

- (a) Bidder's Proposed Sites or Premises Requiring Safeguarding Measures
 

As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
 City, Province, Territory / State  
 Postal Code / Zip Code  
 Country
- (b) The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.4, Security Requirements.

### 3.8 Supply Chain Integrity (SCI) Requirements

Bidders must meet the SCI requirements outlined by submitting Supply Chain Security Information detailed in Annex E – SCI Submission Template, and must keep current, or update, any SCSi as required by the Supply Chain Security Authority. The Supply Chain Security Information will be used by Canada to assess whether, in its opinion, a Bidder's proposed supply chain creates the possibility that the Bidder's proposed Solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with the Supply Chain Integrity Process as described in the Supply Chain Integrity Process. By submitting its SCSi, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the non-disclosure agreement contained in Appendix <A> Non-Disclosure Agreement related to Supply Chain Integrity.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- 4.1.1 The evaluation will be conducted in a structured, consistent, unbiased, fair and transparent manner. The objective of the evaluation is a well-supported determination of the Bid providing best value to Canada.
- 4.1.2 Bids will be evaluated in accordance with the entire requirements of the bid solicitation including the Technical and Financial requirements.
- 4.1.3 There will be several stages in the evaluation and selection process. Even though the evaluation and selection will be conducted in stages, the fact that Canada has proceeded to a later stage in its evaluations does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous stages. Canada may conduct steps of the evaluation in parallel.
- 4.1.4 An evaluation team composed of representatives of the Client and PSPC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 4.1.5 In addition to any other time periods established in the bid solicitation:
- (a) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (b) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - i. verify any or all information provided by the Bidder in its bid; or
    - ii. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder.

The Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (c) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- 4.1.6 Canada will use the Phased Bid Compliance Process (PBCP) described below.

### 4.2 Phased Bid Compliance Process (PBCP)

#### 4.2.1 General

- a) Canada will conduct the PBCP described below for this requirement. Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.
- THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.
- THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.
- b) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- c) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (d).
- d) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.2.2 Phase I: Financial Bid

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

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

#### 4.2.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or CAR) identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### 4.2.4 Phase III: Final Evaluation of the Bid

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

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

### 4.3 Technical Evaluation

#### 4.3.1 Mandatory Technical Criteria:

- (i) The Phased Bid Compliance Process (PBCP) will apply to all mandatory technical criteria listed in Part 1 of Annex G, Bid Evaluation Criteria and Capability and Usability Evaluation.
- (ii) The mandatory criteria that will be evaluated as part of the bid evaluation are listed in Part 1 of Annex G, Bid Evaluation Criteria and Capability and Usability Evaluation. **Bidders are required to address clearly and in sufficient details all mandatory evaluation criteria against which their Bids will be evaluated.** Simply repeating the statement contained in the Mandatory criteria is not sufficient.
- (iii) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Subject to the PBCP, Bids that do not comply with each mandatory requirement will be declared non-responsive and be disqualified.
- (iv) Claims in a bid that a future upgrade or release of any of software included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.

#### 4.3.2 Point-Rated Technical Criteria:

- (i) The point-rated criteria that will be evaluated as part of the technical evaluation are listed in Part 2 of Annex G, Bid Evaluation Criteria and Capability and Usability Evaluation.
- (ii) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Part 2 of Annex G, Bid Evaluation Criteria and Capability and Usability Evaluation.

#### 4.3.3 Reference Checks:

- (i) For reference checks, Canada may conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (v) Whether or not to conduct reference checks is discretionary. However, if PSPC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

### 4.4 Financial Evaluation:

- (i) Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B and it is provided for bid evaluation price determination only. The estimates used to calculate the Total Bid Price in Annex B are estimates only and are not to be considered as a commitment from Canada.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

(ii) **Formulae in Pricing Tables**

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

(iii) **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

- a) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- b) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- c) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- d) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource 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 rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

- (iv) **Number of Resource Categories Evaluated:** Only the resource categories proposed will be evaluated as part of this bid solicitation and as identified in Annex B – Basis of Payment. Additional resources will only be assessed after Contract award once specific tasks are requested of the Contractor. After Contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work.

- (v) **Corrections:** Canada may, at its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the Bid required submission date in circumstances where the RFP expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-compliant.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

#### 4.5 Capability and Usability Evaluation (CUE)

- (i) Following the completion of Stage 1: Technical and Financial evaluations, the three (3) top-ranked responsive Bidders in each tier (identified after the financial evaluation) will move on to the CUE to demonstrate the functionality of their proposed Solution, against the scenarios listed in Part 3 of Annex G – Bid Evaluation Criteria and Capability and Usability Evaluation.
- (ii) The CUE must be conducted, at the request and at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will pay its own travel and salary costs associated with any CUE. Canada will provide no fewer than 5 working days of notice before the scheduled date for the CUE. Once the CUE has begun, it must be completed within 4 hours. The CUE must be conducted during normal business hours, to be determined by the Contracting Authority. Despite the written bid, if Canada determines during a CUE that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada will evaluate and assign points to the bidder's CUE of the functionality of their proposed Solution against the scenarios listed in the CUE. Each bid will be rated by assigning a score to the capability and usability Evaluation criteria, which are identified in the bid solicitation by the word "CUE" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (iii) The Capability and Usability Evaluation criteria that will be evaluated as part of the bid evaluation are listed in Part 3 of Annex G – Bid Evaluation and Capability and Usability Evaluation.

#### 4.6 Ranking Bids

##### (a) Highest Combined Rating

- (i) For Stage 1 Evaluations- Highest combined rating of Technical (70%) and Financial (30%). Canada will rank the responsive Bidders based on the combined highest rating of Technical and Financial score for each tier in accordance with the formula below and will invite up to the top 3 ranked Bidders in each tier to a Capability and Usability Evaluation (CUE).

$$\frac{\text{Points received for technical rated requirements}}{\text{Maximum score possible}} \times 70\% = \text{Total 1}$$

$$\frac{\text{Lowest Total Bid Price}}{\text{Total Bid Price of the bid being ranked}} \times 30\% = \text{Total 2}$$

**Stage 1 Evaluations: Sum of (Total 1) and (Total 2) = Combined Rating of Technical Merit and Price.**

Stage 1 Evaluation Components	Overall Weighting
Technical bid Score	70%
Financial bid Score	30%

Top-ranked responsive bids will be determined based on the proposal which has met all mandatory requirements and offers the Highest Responsive Combined Rating of Technical Merit and Price as calculated above.

- (ii) For Stage 2 Evaluations– Highest combined rating of Technical (10%), Financial (30%) and Capability and Usability Evaluation (60%). Canada will conduct a Capability and Usability Evaluation (CUE) of the Bidder's proposed Solution. The Bidder's Solution will be evaluated against point rated CUE criteria. The point rated CUE criteria will be scored and the sum of the scores for each individual category will be calculated in accordance with the assessment criteria and maximum points listed in each category of Annex G – Bid Evaluation and Capability and Usability Evaluation.

The top 2 ranked bids in this stage will be determined based on the highest responsive combined rating of the technical score from stage 1, financial score and the CUE, as per the following table:

$$\frac{\text{Points received for stage 1 technical rated requirements}}{\text{Maximum score possible}} \times 10\% = \text{Total 1}$$

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Lowest Total Bid Price X 30% = Total 2  
Total Bid Price of the bid being ranked

Points received for CUE rated requirements X 60% = Total 3  
Maximum score possible

**Stage 2 Evaluations: Sum of (Total 1), (Total 2) and (Total 3) = Combined Rating of Technical, Price and CUE.**

Stage 2 Evaluation Components	Weightage
Technical Evaluation Score from stage 1	10%
Financial Evaluation Score	30%
Capability and Usability Evaluation Score	60%

(iii) In the event of a tie, the CUE Score will be used to rank the Bidders from highest to lowest score. If there are further ties, the lowest Financial Score will be used to rank the Bidders.

**(b) Basis of Selection**

To be declared responsive per Tier, a bid must:

- (i) comply with all the requirements of the bid solicitation;
- (ii) meet all mandatory technical evaluation criteria; and
- (iii) obtain the required minimum of 60% score for the technical evaluation criteria as stipulated in Annex G – Bid Evaluation and Capability and Usability Evaluation which are subject to point rating.

Subject to the Phased Bid Compliance Process, Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.

- (c) The bids in each Tier will be ranked from the top based on the proposal which has met all mandatory criteria, has met or exceeded the required minimum pass marks of the rated requirements and offers the Highest Responsive Combined Rating of Technical Merit, Price and CUE as calculated above. Up to two Top-ranked responsive bids per Tier, will be recommended for Contract award.
- (d) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

**4.7 Rights of Canada**

Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with Bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure the best value to Canada.

**4.8 Rejection of Bids**

- (a) Grounds for Rejection. Canada may reject a bid where the Bidder is bankrupt or where its activities are rendered inoperable for an extended period, or where the Bidder or an employee or subcontractor included as part of the bid:

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (i) is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder, employee or subcontractor ineligible to bid on the requirement;
  - (ii) has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
  - (iii) has conducted himself/herself improperly; with respect to current or prior transactions with the Government of Canada;
  - (iv) has been suspended or terminated by Canada for default with respect to a contract;
  - (v) has performed other contracts in a sufficiently poor manner so as to jeopardize the successful completion of the requirement being bid on.
- (b) Notification of Rejection for Suspension or Termination. Where Canada intends to reject a bid due to suspension, termination or sufficiently poor performance of another contract, the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
- (c) Multiple Bids from Single Bidder or Joint Venture. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to reject any or all of the bids submitted by a single bidder or joint venture if their inclusion:
- i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
  - ii. in the procurement process would distort the solicitation evaluation or would not provide good value to Canada.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with Bid

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

- (i) **Integrity Provisions – Declaration of Convicted Offences**  
In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms (Form 5) for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>) to be given further consideration in the procurement process.
- (ii) **Software Publisher Certification, Software Publisher Authorization and Software Contributor Certification**
  - (i) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
  - (ii) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
  - (iii) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.
  - (iv) The following certification documents are required as part of the Submission:
    - Form 3 Software as a Service Publisher Certification Form
    - Form 4 Software as a Service Publisher Authorization Form

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Supply Chain Integrity Process

(1) During the RFP process, the Contract period and any resulting Option periods, the Supply Chain Security Authority identified by Canada, may assess the Bidder's SCSL based on its National Security mandate to protect Canada's IT infrastructure as well as to assess threats, risks and vulnerabilities.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

(2) Canada will assess whether, in its opinion, the Bidder's supply chain creates the possibility that the Bidder's supply chain or proposed solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information, or represents a threat to Canada's National Security, in accordance with Section 2 of Annex E - Supply Chain Integrity Process.

(3) It is a condition precedent to any contract award that a Bidder successfully satisfy the Security Authority's Supply Chain Integrity assessment. Canada will assess whether, in its opinion, the Bidder's supply chain creates the possibility that Bidders' proposed solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with Section 4 of Annex E - Supply Chain Integrity Process.

#### 5.2.2 IT Assessment

It is a condition precedent to any contract award that a Bidder complete the Canadian Center for Cyber Security (CCCS) IT Assessment program.

#### 5.3 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the *Ineligibility and Suspension Policy* (<http://tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.4 Federal Contractors Program for Employment Equity – Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed (Form 2) titled Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

#### 5.5 Sole Bid – Price Support

In the event that your bid is the sole bid received, Government Contract Regulations require price support be submitted in conjunction with the offer. Acceptable price support is one or more of the following:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## PART 6 - SECURITY AND FINANCIAL REQUIREMENT

Prior to award of contract, the following conditions must be met:

### 6.1 Canadian Suppliers:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor/personnel **MAY NOT HAVE ACCESS** to **CLASSIFIED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
3. The Contractor/Offeror **MUST NOT** remove any CLASSIFIED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C
  - (b) *Industrial Security Manual* (Latest Edition).

### 6.2 Foreign Supplier

The Contractor and/or any and all subcontractors must be from a country with which Canada has an international bilateral industrial security instrument or will have such an instrument with Canada by the end of the bidding period. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PSPC website: <https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html?wbdisable=true#s1>

1. The Foreign recipient Contractor / Offeror / Subcontractor shall, at all times during the performance of the Contract / Standing Offer / Subcontract, hold a valid Facility Security Clearance (FSC), issued by the NSA/DSA of supplier's country at the equivalent level of SECRET in accordance with the National legislation, regulations and policies of the supplier's country.
2. All CANADA CLASSIFIED information/assets accessed by the Foreign recipient Contractor / Offeror / Subcontractor shall NOT be safeguarded at the Foreign recipient's sites.
3. CANADA CLASSIFIED information/assets shall be released only to Foreign recipient Contractor / Offeror / Subcontractor personnel, who have a need-to-know for the performance of the Contract / Standing Offer / Subcontract and who have a Personnel Security Clearance at the level of **SECRET**, granted by their respective National Security Authority (NSA) or Designated Security Authority (DSA) of **the supplier's country**, in accordance with the National legislation, regulations and policies of **the supplier's country**.
4. Until the Foreign recipient's responsible National Security Authority (NSA) or Designated Security Authority (DSA) for industrial security of the supplier's country has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient Contractor / Offeror / Subcontractor personnel SHALL NOT HAVE ACCESS to CANADA CLASSIFIED information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an escort. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
5. CANADA CLASSIFIED information/assets provided or generated pursuant to this Contract / Standing Offer / Subcontract shall not be further provided to a third party Foreign recipient Subcontractor unless:
  - a. written assurance is obtained from the third-party Foreign recipient's National Security Authority (NSA) or Designated Security Authority (DSA) to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA CLASSIFIED information/assets by the third-party Foreign recipient's NSA/DSA; and
  - b. written consent is obtained from the NSA/DSA of **supplier's country** if the third-party Foreign recipient Subcontractor is located in a third country.
6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Security Authority (DSA), in accordance with the National legislation, regulations and policies of the [supplier's country](#).

7. The Foreign recipient Contractor / Offeror / Subcontractor shall not use the CANADA CLASSIFIED information/assets for any purpose other than for the performance of the Contract / Standing Offer / Subcontract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
8. The Foreign recipient Contractor / Offeror / Subcontractor visiting Canadian Government or industrial facilities, under this contract, will submit for approval a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
9. The Foreign recipient Contractor / Offeror / Subcontractor shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED / CLASSIFIED information/assets pursuant to this Contract / Standing Offer / Subcontract has been compromised.
10. The Foreign recipient Contractor / Offeror / Subcontractor shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that CANADA PROTECTED / CLASSIFIED information/assets accessed by the Foreign recipient Contractor / Offeror / Subcontractor, pursuant this Contract / Standing Offer / Subcontract, have been lost or disclosed to unauthorized persons.
11. The Foreign recipient Contractor / Offeror / Subcontractor shall not disclose CANADA CLASSIFIED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the [recipient's National Security Authority/ Designated Security Authority \(NSA/DSA\)](#).
12. The Foreign recipient Contractor / Offeror / Subcontractor shall comply with the provisions of the International bilateral industrial security instrument between the supplier's country and Canada, in relation to equivalencies.
13. The Foreign recipient Contractor / Offeror / Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex C.
14. In the event that a Foreign recipient Contractor / Offeror / Subcontractor is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

### 6.3 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## PART 7 - RESULTING CONTRACT CLAUSES

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

### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

This Contract is made on [CONTRACT DATE] between [CONTRACTOR NAME] (the "Contractor") and [GOVERNMENT OF CANADA ENTITY] ("Canada").

#### 7.1 Requirement

7.1.1 The **Contractor** agrees to supply to the Client the goods and services described in the Contract, in accordance with, and at the prices set out in, the Contract. This includes:

- (a) granting a perpetual license to use the Licensed Software described in the Contract;
- (b) providing Professional Services including; implementation, user accessibility testing, and configuration and training;
- (c) 12 month warranty;
- (d) providing the Software Documentation;
- (e) providing maintenance and support for the Licensed Software during the Software Support Period;
- (f) providing optional professional services, as and when requested by Canada, in accordance with the Task authorization (TA) process described herein;
- (g) providing optional training, as and when requested by Canada, in accordance with the Task authorization (TA) process described herein; and

to one or more locations to be designated by Canada, including locations in areas subject to any of the Comprehensive Land Claims Agreements.

7.1.2 **Client:** Any reference to "**Client**" or "**Clients**" or "**Client Institution**" includes any department or Crown corporation as described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Services and Procurement Canada has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

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

7.1.4 **Evolution and Use of Solution:** While the Contract(s) is of a specific duration, Canada reserves the right to continue to Contract for and leverage this Solution for as long as it makes business sense for Canada to do so. Canada also expects that the Solution will evolve with time and technology, including incorporation of functionality or technology that isn't currently part of the requirement. Canada reserves the right to consider these evolutionary functionality or technology to be part of the ongoing scope of the work being done under the Contract, subject to Canada's internal approval processes. Canada reserves the right to, at a subsequent date and at its sole discretion, identify the solution either as a multi-departmental solution, or designate the solution as a Government of Canada Enterprise-wide standard if and when determined by the GC-Enterprise Architecture Review Board (GCEARB).

7.1.5 **Definitions and Interpretations:** The definitions and interpretations are included in the Annex D – Definitions and Interpretations.

7.1.6 **License to Material Subject to Copyright:** In this section, "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

- I. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all rights comprised in the copyright in the Material, for any government purposes. Canada may use independent contractors in the exercise of Canada's license pursuant to this clause.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- II. Copyright in any translation of the Material made by or for Canada belongs to Canada. Canada agrees to reproduce the Contractor's copyright notice, if any, on all copies of the Material, and to acknowledge the Contractor's title to the copyright in the original Work on all copies of translations of the Material effected by or for Canada.
- III. No restrictions other than those set out in this section must apply to Canada's use of copies of the Material or of translated versions of the Material.
- IV. At the request of Canada, the Contractor must provide to Canada, at the completion of the Work or at such other time as Canada may require, a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is an author of the Material, the Contractor permanently waives its moral rights in respect of the Material.

## 7.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable options to acquire the goods, services or both described below:

- (a) Option to acquire additional Licensed Software on an as-and-when-requested basis;
  - (b) Option to acquire additional Software Maintenance and Support on an as-and-when-requested basis;
  - (c) Option to acquire additional Professional Services including Training on an as-and-when-requested basis as detailed herein including Annex A Statement of Work; and
- all under the same terms and conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.3 Standard Clauses and Conditions

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

### 7.3.1 General Conditions:

2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### 7.3.2 Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
  - (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software; and
  - (iii) 4008, (2008-12-12) Personal Information;
- apply to and form part of the Contract.

## 7.4 Security Requirement

The following security requirements (*SRCL and related clauses provided by ISP*) apply and forms part of the Contract.

- 7.4.1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 7.4.2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor/ personnel **MAY NOT HAVE ACCESS** to CLASSIFIED information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
- 7.4.3. The Contractor/Offeror **MUST NOT** remove any CLASSIFIED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 7.4.4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 7.4.5. The Contractor/Offeror must comply with the provisions of the:

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C
- (b) *Industrial Security Manual* (Latest Edition).

**7.5 Contract Term**

**7.5.1 Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one (1) year later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**Despite the Contract Period, the license to use the Licensed Software is in perpetuity.**

**7.5.2 Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **nine (9)** additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

**7.6 Delivery Date**

All the deliverables must be received in accordance with the terms of the contract.

- (a) The Contractor must deliver, without limitation, the full range of functionalities as detailed under Annex A – Statement of Work.
- (b) Training materials must be delivered (one soft copy) 10 business days prior to each training session.
- (c) Work under task authorizations must be received in accordance with issued task authorizations.

**7.7 Authorities**

**7.7.1 Contracting Authority (To be inserted at Contract Award)**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Public Services and Procurement Canada  
 Acquisitions Branch  
 Directorate: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

**7.7.2 Project Authority (To be inserted at Contract Award)**

The Project Authority for the Contract is:

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

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

The Project Authority is the lead department coordinating the overall project implementation of work under both tiers on behalf of GC. The Project Authority is responsible for the effective management of the project and ensuring the project is consistent with GC policy. The Project Authority is not responsible for the technical content of individual contract(s) and has no authority to authorize changes to the work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**7.7.3 Technical Authority (To be inserted at Contract Award)**

The Technical Authority for the Contract is:

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

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

**7.7.5 Supply Chain Security Authority (To be inserted at Contract Award)**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Supply Chain Security Authority is the SSC representative and is responsible for all matters concerning the ongoing Supply Chain Integrity Process under the Contract. Neither the Contracting Authority nor the Technical Authority have any authority to advise or authorize any information in relation to the Supply Chain Integrity Process. All other security-related matters remain the responsibility of the Supply Chain Security Authority.

**7.7.6 Contractor's Representative (To be inserted at Contract Award)**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**7.8 Solution**

**7.8.1 Commercially-Available Solution.** Canada acknowledges that the Solution is a commercially-available solution provided to other customers. As part of the license to use the Solution, the Contractor agrees to make available to Canada all the features and functionalities included in the commercially available version of the Solution, and the incidental and required information technology infrastructure services required to deliver the Solution, all of which is included in the subscription price.

**7.8.2 Software Application Evolution; Features or Functionalities.** Canada acknowledges that the Solution, underlying software application or associated infrastructure may evolve during the course of the Contract Period. The Contractor agrees to continue to provide the Services as the commercially available Solution, with functionality or features and on with terms that are no less favourable than as at the time of Contract award.

**7.8.3 Improvements to and Evolution of the Solution.** The parties acknowledge that technology and business models evolve quickly and that any Solution provided at the beginning of the Contract Period inevitably will be different from the Solution provided at the end of the Contract Period and the method(s) by which the Solution and any potential peripherals are delivered to Canada are likely to change or evolve and that, at the time of entering into this Contract, the parties cannot possibly contemplate all the goods or services that may be delivered under this Contract, other than they will be connected to delivering to Users. With that in mind, the parties agree that:

- (i) The Contractor must maintain and continuously improve the Solution and infrastructure throughout the Contract Period on a commercially reasonable basis, and must provide those improvements and enhancements to Canada as part of Canada's

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

subscription, with no price adjustment if those improvements and enhancements are also offered to other customers at no additional cost.

- (ii) If the Contractor removes any functions from the commercial offering to the Solution and offers those functions in any new or other services or products, the Contractor must continue to provide those functions to Canada as part of Canada's subscription to the Services, under the existing terms and conditions of the Contract regardless of whether those other services or products also contain new or additional functions. Contractor has no obligation to comply with this paragraph if the Solution acquired by Canada is still offered by Contractor in parallel with the new services offered to other customers.
- (iii) The Contractor must ensure that upgrades/updates to the Solution must:
  - (a) not result in additional work by Canada with the exception of applicable testing; and
  - (b) not result in any loss of Canada's data, electronic documents, or user accounts.

**7.8.3 Downgrade.** If the Contractor is unable to provide the Services with no less favourable features and functionality, the Contractor will provide written Notice to Canada identifying the circumstance, and alternative options, specifically including a reduction in pricing. If no proposed alternative option is acceptable to Canada, the Contractor agrees to consent to a termination of the Contract, and pay all identifiable direct costs incurred by Canada to migrate and store Client's Data, and to procure equivalent replacement services.

**7.8.4 Maintenance Releases.** During the Software Support Period, the Contractor must provide to Canada all Maintenance Releases, in object-code form, at no additional cost. All Maintenance Releases will become part of the Solution and will be subject to the conditions of Canada's license with respect to the Solution. Unless provided otherwise in the Contract, Canada will receive at least one Maintenance Release during any twelve (12) month maintenance period.

## 7.9 Solution Operational Changes

- (a) The Government of Canada is seeking an innovative Solution that can adapt and evolve with technological advances throughout the duration of the Contract. The Contractor-delivered Solution must be extensible and adaptable to harness future technology innovations that the Contractor may use to upgrade their Licensed Software. The Contractor will be required to provide to the Government of Canada all technological upgrades to the Solution free of charge where:
  - (i) The upgrade has been made to their Licensed Software; and
  - (ii) The upgrade has been given free of charge to the Contractor's other client(s).
- (b) The Government of Canada also requires the Contractor to ensure that the Solution remains compatible with all future versions the following Web browsers:
  - Internet Explorer
  - Google Chrome
  - Firefox
- (c) The Government of Canada requires that the Solution remains compliant with the WCAG, as specified in the Standard on Web Accessibility: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601#>, throughout the duration of the Contract.
- (d) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the Solution (i.e., the version or "build" originally accepted and licensed under the Contract). For clarity, the Contractor or the software publisher must be continuing to develop new code in respect of the components of the Solution to maintain its functionality, enhance it, and deal with Software Errors for at least 1 year from the date the Solution is accepted in accordance the Section 12 – Acceptance of 4003 Supplemental Terms and Conditions Contract as referenced in Article 7.3 of this Contract. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of any component of the Solution and, instead, decides to provide upgrades to any Licensed Software component as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

## 7.10 Solution Maintenance and Support

- 7.10.1** The Contractor must continuously maintain and support the Solution.
  - (i) If Canada requires software changes following changes in legislation, the Contractor must provide Canada with maintenance that will include updates to the software to reflect changes made to the *Access to Information Act*, *Privacy Act* and related Policies.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (ii) Canada has developed an ATIP online request service (AORS) which enables Canadians to submit ATIP requests through a central online portal. For each new client the Contractor must integrate its Solution with this online service at no additional charge.

**7.10.2 Solution Support.** The Solution Support includes the following Technical Hotline Support and Web Support services:

- (i) **Technical Hotline Support:** the Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at **(INSERT AT CONTRACT AWARD)**, in English and French, from 8:00 A.M. to 5:00 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the call is made). The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User's initial call. The Contractor's personnel must be qualified and able to respond to the Client's and any Client User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the Licensed Software.
- (ii) **Web Support:** The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line software diagnostic routines, support tools, and services. The Contractor's website must provide support in English. The Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address is **(INSERT AT CONTRACT AWARD)**.

**7.10.3 Software Error Correction Services**

- (a) Canada may report to the Contractor any failure of the Licensed Programs to operate in accordance with the Software Documentation or, if applicable, the Specifications during the Software Support Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the time frames established in subsections 2 and 3, with a correction of the Software Error which caused the failure. Any such software correction must cause the Solution to meet the Software Documentation or, if applicable, the Specifications during the Software Support Period. The Contractor must use all reasonable efforts to provide permanent corrections for all Software Errors and the Contractor warrants that the Solution will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the Solution and will be subject to the conditions of Canada's license with respect to the Solution.
- (b) Unless provided otherwise in the Contract, the Contractor must respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed in subsection 3. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:

"Severity 1":

indicates total inability to use a Licensed Program, resulting in a critical impact on user objectives;

"Severity 2":

indicates ability to use a Licensed Program but user operation is severely restricted;

"Severity 3":

indicates ability to use a Licensed Program with limited functions which are not critical to overall user operations;

"Severity 4":

indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.

Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:

"Severity 1":

within twenty-four (24) hours of notification by Canada;"

"Severity 2":

within seventy-two (72) hours of notification by Canada;

"Severity 3":

within fourteen (14) days of notification by Canada;

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

"Severity 4":  
within ninety (90) days of notification by Canada.

- (c) If Canada reports a Software Error to the Contractor, Canada must give the Contractor reasonable access to the computer system on which the Licensed Program resides, and must provide such information as the Contractor may reasonably request, including sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

**7.11 Solution Services**

- (i) **Software.** The Contractor will provide all Services required for Canada to access and use the Solution as specified in Annex A – Statement of Work.
- (ii) **Authority.** The Contractor represents and warrants that it owns or has obtained and will maintain throughout the Contract Period, all necessary authority specifically including intellectual property rights required to provide the Services in accordance with the terms of this Contract.
- (iii) **Indemnification.** The Contractor agrees to indemnify Canada against all losses and expenses (including legal fees) arising out of any intellectual property infringement claim by a third party based on Canada's use of the Solution.
- (iv) **Accessibility:** The Contractor must ensure that the Solution does not interfere with accessibility standards compliance, as specified in the Standard on Web Accessibility: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601#>
- (v) **Usage Grant.** The Contractor grants to Canada the non-exclusive, non-assignable right to access and use the Solution from an unlimited number of locations, devices and operating environments, through secure, wireless, mobile or other connection, via the internet, a web browser or other access connection technology which may become available.
- (vi) **Included.** The Contractor represents and warrants that the Services include:
  - (a) maintenance of the Solution;
  - (b) provision of all incidental and additional required information technology infrastructure services, in compliance with all required security standards;
  - (c) the technical infrastructure that complies with all required security standards, allowing Canada to use the Solution to process any of Client's Data in compliance with its expressed security standards, and unfettered access and use by the Client, regardless of the amount of data created, processed or stored by the Solution; and
all of which is included in the price.
- (vii) **Restricted Usage Rights.** Canada acknowledges that in providing the Services, the Contractor is not delivering ownership rights to any software product, component of the Solution or infrastructure used by the Contractor to provide the Services, except as expressly provided in a Task Authorization. Canada will not knowingly:
  - (A) distribute, license, loan, or sell the Solution;
  - (B) impair or circumvent the Solution's security mechanisms; or
  - (C) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Solution.
- (viii) **Applicable Terms and Conditions.** The Contractor has advised and Canada acknowledges that the Contractor may unilaterally modify the terms under which it provides its commercial offering of the Solution, without notice to its customers, including Canada. The Contractor represents and warrants that any such modification will not result in less favorable terms, specifically including price, service levels and remedies, regardless of any notification to the contrary.
- (ix) **Additional Terms and Conditions.** The parties agree that any terms and conditions, including any "click-through" or "pop-up" notices, that apply to the Contractor's commercial offering of the Solution, including third party tools or incidental infrastructure, will not apply to Canada's use of the Solution if those terms conflict with the express terms of this Contract. The terms and conditions of third party tools not specified the Contract are not subject to this section.

**7.12 Contractor Use of Canada's Data**

- (a) The Contractor is provided access to use, for the term of the Contract, to Canada's Data for the sole and exclusive purpose of providing the Solution to Users, including a license to collect, process, store, generate, and display Canada Data only to the extent necessary in the providing of the Services.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (b) The Contractor must:
- (i) keep and maintain Canada's Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss;
  - (ii) use and disclose Canada's Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with the Contract and applicable law;
  - (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Canada's Data for the Contractor's own purposes or for the benefit of anyone other than Canada without Canada's prior written consent; and
  - (iv) provide Canada full access to all Solution Data.

The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.

If requested by the Technical Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.

At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Technical Authority for instructions.

#### 7.13 Documentation

- (a) **Solution Documentation.** The Contractor must provide or deliver access to the commercially available Solution Documentation to Canada upon Contract Award. The Contractor must update Solution Documentation on a commercially reasonable basis.
- (b) **Other Documentation.** The Contractor must provide or deliver access to any documentation required in performance of the Work.
- (c) **Translation Rights.** The Contractor agrees that Canada may translate any written deliverable, including the Solution Documentation or Training Materials into English or French. The Contractor acknowledges that Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor will not be responsible for technical errors that arise as a result of any translation made by Canada.
- (d) **Moral Rights.** At the request of Canada, the Contractor may provide a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the written deliverable. If the Contractor is unable or unwilling to obtain the requested waivers, the Contractor agrees to indemnify Canada against all losses and expenses (including legal fees) arising out of any moral rights infringement claim by a third party based on Canada's translation of written documentation.
- (e) **Defective Documentation.** If at any time during the Contract Period, Canada advises the Contractor a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor will correct the defect or non-conformance must as soon as possible and at its own expense. Canada may provide the Contractor with information about defects or non-conformance in other documentation, including the Solution Documentation, for information purposes only.

#### 7.14 Professional Services – General

- 7.14.1 The Contractor must provide professional services on request as described in Annex A - Statements of Work and any resulting Task Authorizations (TA).
- 7.14.2 If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- 7.14.3 **Conduct of the Work; Warranty.** The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

**7.14.4 Time is of the Essence.** It is essential that the Work be delivered within or at the time stated in a Task Authorization.

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

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

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

**7.14.8 Migration.** The Contractor acknowledges that the nature of the Services provided under the Contract, Canada may require continuity. Prior to the transition to the new contractor or to Canada, the Contractor must provide all operational, technical, design and configuration information and documentation for all Services required to complete the transition, provided that it is not Contractor confidential information. The Contractor represents and warrants that it will not directly or indirectly interfere with or impede Canada's access to or transfer of Client's Data.

**7.14.9 Migration and Transition Services.** The Contractor agrees that, in the period leading up to the end of the Contract Period, if Migration or Transition Services are requested by Canada, it will diligently assist Canada in the transition from the Contract to a new contract with another supplier and or migrate Client's Data to a new supplier environment, that there will be no charge for the services below other than those charges set out in the Basis of Payment.

#### **7.14.10 Training**

- a) The Contractor must provide classroom or online training sessions to Canada in accordance with Annex A – Statement of Work and a TA issued for any optional Training.
- b) The training, including both the instruction and the course materials, must be provided in English and where possible English and French. If the training materials are only available in English, in accordance with SACC Supplemental General Conditions 4003 – Licensed Software, sub-section 9 (3) Canada has the right to translate the materials for other users.
- c) Before providing any training, at least 10 business days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.

#### **7.14.11 Task Authorization**

- (a) **As-and-when-requested Task Authorizations for optional additional Professional Services including Training:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested" basis using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Form and Content of TA.** A TA will contain (a) Contract and TA number, (b) the details of the required activities and resources, (c) a description of the deliverables, (d) a schedule indicating completion dates for the major activities or submission dates for the deliverables, (e) security requirements, and (f) costs. A TA will follow the format detailed in Annex F – Task Authorization Forms.
- (c) **Contractor's Response to TA.** The Contractor must provide to Canada, within the period specified in the TA, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the fees. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (d) **TA Limit and Authorities for Validly Issuing TA.** A validly issued TA must be signed by the appropriate Canadian Authority as set forth in this Contract. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk.
- (e) **Periodic Usage Reports.** The Contractor must compile and maintain records on its provision of services to the federal government under the valid TA as issued under this Contract.
- (f) **Consolidation of TA for Administrative Purposes.** This Contract may be amended from time to time to reflect all validly issued TA to date, to document the Work performed under those TA for administrative purposes.

## 7.15 Governance

The Contractor will be required to schedule as needed with the Project Authority and Contracting Authority the following Project Coordination Meeting(s) to identify appropriate contacts and stakeholders; to confirm any required adjustments to the Contractor's plans; and identify and resolve project start-up and any other issues at any time during the Contract period and any options exercised to extend the Contract period.

### 7.15.1 Kick-Off Meeting

- (a) The Contractor must schedule a kick off meeting with the presence of the Client and PSPC Contracting Authority within 5 business days of Contract award to discuss the overall requirement, the approach and methodology, contract, projects establishment, timeframe management and to clarify any issues. The meeting must occur prior starting any work and at a mutually agreed location or by teleconference. The Chairperson of the meeting shall be the Contracting Authority.
- (b) The Contractor must prepare and distribute the agenda of the meeting and submit it within a reasonable delay to the Contracting Authority for approval, prior to distribution to all Authorities.
- (c) The Contractor must provide the agenda and a presentation, if applicable, within 3 business days prior to the start date of the meeting.
- (d) The Contractor must prepare and provide minutes of the meeting within 10 business days to the Contracting Authority for approval, prior to distribution to all Authorities.

### 7.15.2 Progress Review Meeting

- (a) The Contracting Authority and the Contractor may, at any time, convene a meeting to discuss and review the progress of the Work against this Contract. Any such meeting must occur following notice to the other Party and must normally be held by teleconference. The Chairperson of the meeting shall be the Contracting Authority or the Party requesting the meeting;
- (b) The Contractor must prepare the agenda of the meeting and distribute it to all Authorities;
- (c) The Contractor must prepare the agenda of the meeting and submit it within a reasonable delay to the Contracting Authority for approval, prior to distributing them to all Authorities;
- (d) The Contractor will have to provide the completed presentation and items' agenda five (5) business days prior to the start date of the meeting;
- (e) The Contractor must prepare minutes of meeting and submit them within 5 working days to the Contracting Authority for approval, prior to distributing them to all Authorities.

## 7.16 Payment

### 7.16.1 Basis of Payment

- (a) **Licensed Software:** For the license(s) to use the Licensed Software (including delivery, 12 month warranty, installation, integration, implementation, testing, configuration of the Licensed Software, and the Software Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, in Canadian funds and including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period.
- (b) **Optional Annual Renewal of Maintenance and Support:** For maintenance and support services throughout the optional Software Support Period, in accordance with the Contract, if Canada exercises its option, Canada will pay the Contractor, in advance, the firm price set out in Annex B, in Canadian funds and including all customs duties, Applicable Taxes extra.
- (c) **Optional Additional Licensed Software:** For additional Licensed Software for additional Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price set out in Annex B, in Canadian funds and including all customs duties, Applicable Taxes extra. **For the Software Maintenance and Support on additional Software Licenses:** In order to provide

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software.

- (d) **Optional Professional Services provided under a Task Authorization:** For additional professional services requested by Canada, in accordance with a validly issued Task Authorization, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, Canada will pay the Contractor, in arrears, the firm price per Deliverable (travel and living expenses excluded in accordance with the firm per diem rates set out in Annex B, Basis of Payment in Canadian funds, customs duty included, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Partial days will be prorated based on actual hours worked based on a 7.5-hour work day.
- (e) **Optional Training Services provided under a Task Authorization:** For training services requested by Canada, in accordance with a validly issued Task Authorization, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, Canada will pay the Contractor in accordance with the firm per diem rates set out in Annex B, Basis of Payment in Canadian funds, customs duty included, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (f) **Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.
- (g) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (h) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PSPC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (i) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.
- (j) **Price Certification:** The Contractor certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.
- (k) **Limitation of Price.** 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.
- (l) **Limitation of Expenditure – Professional Services provided under a Task Authorization**
- (i) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (Task), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

(iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized Task, inclusive of any revisions,

whichever comes first.

(iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**(m) Limitation of Expenditure – Training provided under a Task Authorization**

(i) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (Task), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

(ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

(iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (A) when it is 75 percent committed, or
- (B) four (4) months before the contract expiry date, or
- (C) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized Task, inclusive of any revisions,

whichever comes first.

(iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**(n) No Responsibility to Pay for Work not performed due to Closure of Government Offices**

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

**(o) Electronic Payment of Invoices – Contract**

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

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only);
- (vi) Large Value Transfer System (LVTS) (Over \$25M)

**7.16.2 Method of Payment - Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

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

#### **7.16.3 Method of Payment – Advance Payment for Software Maintenance and Support**

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

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada.
- c) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

#### **7.16.4 Single Payment – Task Authorized Optional Professional Services with a Firm Price**

Canada will pay the Contractor upon completion and delivery of the work in accordance with the payment provisions of the Contract if:

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

#### **7.16.5 Single Payment – Task Authorized Optional Training Services with a Firm Price**

Canada will pay the Contractor upon completion and delivery of the work in accordance with the payment provisions of the Contract if:

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

### **7.17 Invoicing Instructions**

- (a) **Invoice Submission.** The Contractor must submit invoices for the Services and delivery of any Work, as applicable.
- (b) **Invoice Requirements.** Invoices must be submitted in the Contractor's name and contain:
  - (i) the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - (ii) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;

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

### **7.18 Taxes**

- (a) **Payment of Taxes.** Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- (b) **Withholding for Non-Residents.** Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (c) Foreign-based Contractor. Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.
- (d) Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.
- (e) Certification of Invoices. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- (f) Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days of receipt. In the event, an invoice is not in acceptable form and content, Canada will notify the Contractor and the 30 day payment period will begin on receipt of a conforming invoice.
- (g) Interest on Late Payments. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

#### 7.19 Proactive Disclosure of Contracts with Former Public Servants

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

#### 7.20 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 7.21 Federal Contractors Program for Employment Equity

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

#### 7.22 Insurance Requirements

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.

#### 7.23 Limitation of Liability

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

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

However, the Contractor is not liable to Canada for indirect, special or consequential damages caused by items (a) to (d) above.

With respect to direct damages related to the Contractor's breach of warranty obligations, the Contractor's maximum liability to Canada is the total estimated cost of the Contract

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

(meaning the dollar amount shown on the first page of the Contract in the block titled "**Total Estimated Cost**"). All direct damages not listed above that do not relate to breach of warranty are subject to a maximum of .25 times the Total Estimated Cost or \$1M, whichever is greater.

If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

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

#### 7.24 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
  - (i) 4003 (2010-08-16), Supplemental - General Conditions - Licensed Software;
  - (ii) 4004 (2013-04-25), Supplemental - General Conditions - Maintenance and Support Services for Licensed Software; and
  - (iii) 4008, (2008-12-12) Personal Information.
- (c) 2030 (2020-05-28), General Conditions - Higher Complexity – Goods;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Definitions and Interpretations;
- (h) Annex E, Supply Chain Integrity Process;
- (i) Annex F, the signed Task Authorizations; and
- (j) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ "**or**" as amended on \_\_\_\_\_, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

#### 7.25 Foreign Nationals (Canadian Contractor)

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

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

#### 7.26 Foreign Nationals (Foreign Contractor)

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

#### 7.27 Remedies

- (a) **Work.** If at any time during the Contract Period the Work fails to meet its warranty obligations, the Contractor must as soon as possible correct at its own expense any errors or defects and make any necessary changes to the Work.
- (b) **Documentation.** If at any time during the Contract Period, Canada discovers a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor must as soon as possible correct at its own expense the defect or non-conformance.
- (c) **Canada's Right to Remedy.** If the Contractor fails to fulfill any obligation described herein within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming Work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming Work, an equitable reduction will be made in the Contract Price.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

### 7.28 Subcontracts

- (a) **Conditions to Subcontracting.** The Contractor may subcontract the performance of the Work, provided (a) the Contractor obtains the Contracting Authority's prior written consent, (b) the subcontractor is bound by the terms of this Contract, and (c) the Contractor remains liable to Canada for all the Work performed by the subcontractor.
- (b) **Exceptions to Subcontracting Consent.** The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority: (i) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business (ii) subcontract any incidental services that would ordinarily be subcontracted in performing the Work; and (iii) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (i) and (ii).

### 7.29 Excusable Delay

- (a) **No Liability.** The Contractor will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control that could not reasonably have been foreseen or prevented by means reasonably available to the Contractor, provided the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it (referred to as an "Excusable Delay").
- (b) **Notice.** The Contractor must also advise the Contracting Authority, within 15 business days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- (c) **Delivery and Due Dates:** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- (d) **Canada not responsible for Costs:** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

### 7.30 Right to Terminate

If such an event prevents performance under the Contract for more than 30 calendar days, then the Contracting Authority may elect to terminate the TA, or part or all of this Contract on a "no fault" basis, meaning neither party will be liable to the other in connection with the Excusable Delay or resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

### 7.31 Inspection and Acceptance of the Work

- (a) **Inspection by Canada:** All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and the Contractor is required to correct or replace it at its own expense.
- (b) **Acceptance Procedures:** Unless provided otherwise in the Contract, the acceptance procedures are as follows:
  - i. when the Work is complete, the Contractor must notify the Technical Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work; and
  - ii. Canada will have 30 days from receipt of the notice to perform its inspection (the "Acceptance Period").
- (c) **Deficiencies and Resubmission of Deliverable:** If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again. If Canada determines that a deliverable is incomplete or deficient, Canada is not required to identify all missing items or all deficiencies before rejecting the deliverable.
- (d) **Access to Locations:** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed, other than multi-tenant data

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

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

- (e) **Contractor Inspection for Quality:** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. All deliverables submitted by the Contractor must be of a professional quality, free of typographical and other errors, and consistent with the highest industry standards.
- (f) **Inspection Records:** The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.
- (g) **Informal Feedback:** Upon request by the Contractor, Canada may provide informal feedback prior to any deliverable being formally submitted for acceptance. However, this must not be used as a form of quality control for the Contractor's Work. Canada is not obliged to provide informal feedback.

### 7.32 General Provisions

- (a) **Applicable Laws.** This Contract will be interpreted and governed by the laws of Ontario.
- (b) **Survival.** All the parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.
- (c) **Severability.** If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.
- (d) **Waiver.** The failure or neglect by a party to enforce any of rights under this Contract will not be deemed to be a waiver of that party's rights.
- (e) **No Bribe.** The Contractor warrants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- (f) **Contingency Fees.** The Contractor represents 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 (4<sup>th</sup> Supplement).

- (g) **International Sanctions**

- (i) 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](#).
- (ii) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

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.

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

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (i) **Code of Conduct for Procurement – Contract.** The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.
- (j) **Conflict of interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

**7.33 Joint Venture Contractor**

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

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

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## ANNEX A – STATEMENT OF WORK

### 1. TITLE

Request Processing Software Solution Procurement (RPSS) - Access to Information and Privacy (ATIP).

### 2. OVERVIEW

The Request Processing Software Solution (RPSS) is intended to support Access to Information and Privacy (ATIP) offices in over 265 Government of Canada (GC) institutions for the delivery of ATIP services.

### 3. BACKGROUND

The Government of Canada's 2018 budget commitment seeks a more open government while making it easier for Canadians to access government information, including their personal information. Budget 2016 and the introduction of Bill C-58 also aim to revitalize and improve the public's access to Federal Government information. In response to these commitments the GC needs a "Commercial Off-the-Shelf COTS" RPSS for the delivery of its Access to Information and Privacy (ATIP) services. The RPSS will seek to improve efficiencies in service delivery by offering Solutions with multi-functional capabilities that can deliver services affordably to smaller institutions with lower request volumes and larger institutions with high request volumes.

It is important to note that GC institutions are subject to and are required to process ATIP requests in compliance with the [Access to Information Act](#) and [Privacy Act](#). The *Access to Information Act* provides a right of access to information in records under the control of the Government of Canada, and the *Privacy Act* provides individuals with a right of access to personal information held by federal government institutions while protecting the privacy of individuals with respect to their personal information.

Each federal government institution is responsible for gathering all records relevant to each request. Each institution must also analyze and review records and apply any appropriate exemptions and exclusions in accordance with these two legislations. In addition, each must respond to internal requests (such as personal employment records, internal audits, and proactive disclosure of records), complaints as well as consultations originating from within the organization or from other GC institutions.

### 4. OBJECTIVE

Given that GC institutions currently provide ATIP services in a wide variety of different ways with software solutions that in most cases are not flexible enough to efficiently retrieve information or allow for interaction/sharing of secured information, the GC seeks to modernize its various request management software solutions used throughout the federal government. New RPSS solutions must provide the GC with more current and more advanced technology in federal ATIP offices and should benefit in terms of significant gains in efficiency and administrative cost savings to process ATIP requests, and abandon existing stove-piped, legacy, and/or paper-based solutions. The GC is therefore seeking to put in place up to 2 multi-department contracts per tier of functionality (Tier I and Tier II) for approximately 265 Government of Canada departments, agencies, Crown corporations and their wholly-owned subsidiaries to leverage.

The RPSS must provide the GC with more transparency and rapid release of government and personal information, better execution of workflow activities, greater processing capacity, and better on-the-ground performance. Most importantly, the GC believes an improved and integrated spectrum of IT solutions will directly lead to better services to Canadians, improved access to government information and ultimately promote greater citizen confidence and trust in their government. In times of limited Federal dollars for programs and services, optimizing use of IT systems can directly lead to improved outcomes, i.e., reduced processing time spent on administrative paperwork frees up staff time to directly execute and oversee request responses.

### 5. SCOPE OF WORK

The Government of Canada seeks to modernize and make greater use of newer technology for the delivery of ATIP services. Many ATIP offices throughout the GC are still deeply entrenched in a paper-based or manual process. Finding new, innovative and more efficient ways of delivering on these services is a critical step in transforming the delivery of ATIP services by GC institutions.

The Contractor must satisfy the requirements of Treasury Board Secretariat (the "Client") for Access to Information and Privacy Request Processing Software Solution (the "Solution") where the Contractor agrees to supply to the Client the goods and services described in the Contract, in accordance with, and at the prices set out in the Contract.

This Contract also allows Canada to make the Solution available to other departments or Crown corporations (as those terms are defined in the *Financial Administration Act*).

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

### 5.1 The RPSS must achieve the following:

- i Automate or increase efficiency of electronically processing ATIP requests and administrative processes;
- ii Retire manual and/or paper-based processes;
- iii Increase integration among GC tools and systems;
- iv Streamline database design to increase performance and reliability;
- v Centralize data where feasible (single-source) and share via services;
- vi Reduce overall data footprint;
- vii Increase accuracy and standardization of data;
- viii Reduce data entry burden for staff;
- ix Better utilize existing data for improved analysis, reporting, and decision-making;
- x Improve system design, interface, usability, and user-friendliness;
- xi Reduce reliance on manual data corrections to reduce overall operational costs;
- xii Improve quality of system releases to minimize need for corrective maintenance;
- xiii Utilize innovative web technologies for integrated and cost-effective solutions;
- xiv Rapidly and efficiently respond to legislative mandates requiring system changes;
- xv Reduce overall costs to operate/maintain RPSS for processing ATIP requests;
- xvi Deploys on single or multi-domain network environments;
- xvii Interfaces (integrates) with the GC Online Request Service;
- xviii Produces consistent responses;
- xix Enables GC institutions to electronically deliver ATIP services in compliance with legislation and policies Including official languages and Accessibility;
- xx Offers a range of functionality levels for the processing of ATIP requests by GC institutions that have a need for higher levels of automation, integration and reporting; and
- xxi Offers additional functionality that can support GC institutions with advanced levels of automation, system integration, and specialized functionality for the delivery of their ATIP services.

### 5.2 SCOPE REQUIREMENTS

The Contractor must provide a RPSS that will deliver on all of the requirements, functionalities and services under a Tier of work as defined in this Annex A – Statement of Work and in accordance with the Contract.

#### 5.2 (a) Scope for TIER I:

The Contractor must provide a cost saving version of the RPSS that provides the basic functionality required to deliver government of Canada ATIP obligations to the Canadian public. At a minimum, the solution at this tier must provide the functionality as described in Appendix A to Annex A and must be aligned with Canadian legislation, policies and directives.

Requirements such as:

- i Case Management;
- ii Electronic Redaction;
- iii Collaboration;
- iv Search and Reporting;
- v Auditing; and
- vi Application Security

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**5.2 (b) Scope for TIER II:**

The Contractor must provide a robust version of the RPSS that provides the basic and advanced functionality required to deliver government of Canada ATIP obligations to the Canadian public. The Solution at this tier must provide the functionality as described in Appendix B to Annex A and must be aligned with Canadian legislation, policies and directives.

Tier II requirements provide additional functionality and / or more precision to requirements identified in the Tier I solution. A feature-rich solution that supports GC institutions with advanced levels of automation, system integration and specialized functionality to deliver ATIP services. Requirements such as:

- i Correspondence management;
- ii Fees management;
- iii Alerts;
- iv Workflow Management;
- v Metrics and Data Analysis; and
- vi Pattern Recognition and Machine Learning

**5.3 PHYSICAL AND INFORMATION SECURITY**

- a) All work (Tiers I and II) at the Secret level shall be conducted on Client institution premises, using Client institution approved IT equipment.
- b) All work (Tiers I and II) at the Protected A or B level that must be conducted at the contractor's location / premise and must be performed using a Client institutions issued laptop/tablet to electronically store up to Protected B information. After this device has been issued to the Contractor, this task may be performed.
- c) Unclassified work (Tiers I and II) at the contractor's location / premise is at the discretion of the Client institution Project Authority.

**6. CURRENT STATE**

Under a current multi-departmental contract, GC institutions have the option to procure perpetual ATIP software licenses and support from a single contractor. The implementation of the software is on premise on either Protected B, Secret or both networks in accordance with the level of classification of the documents that are internally processed. The following three tables identify the various platforms and technology that is deployed throughout Government institutions which the new ATIP RPSS must operate on.

**6.1 Server**

System
<ol style="list-style-type: none"> <li>1. <i>Enterprise</i> Server (32 bit and 64 bit version): <ul style="list-style-type: none"> <li>• Windows Server 2012 R2 or higher;</li> </ul> </li> <li>2. File System: <ul style="list-style-type: none"> <li>• NTFS;</li> </ul> </li> <li>3. Relational Database Management System (RDBMS): <ul style="list-style-type: none"> <li>• Microsoft SQL Server 2012 R2 and higher, Standard or Enterprise Edition</li> </ul> </li> <li>4. Exchange Server: <ul style="list-style-type: none"> <li>• Microsoft Exchange Server 2013 or higher.</li> </ul> </li> <li>5. Web Services: <ul style="list-style-type: none"> <li>• <i>REST</i>;</li> <li>• <i>SOAP</i>: and/or,</li> <li>• <i>XML data</i> formats for transmitting <i>data</i>.</li> </ul> </li> <li>6. Development Language: <ul style="list-style-type: none"> <li>• <i>Java Enterprise</i> Edition (Java EE) 8 or higher; LTS Versions</li> <li>• JRE 1.8 or higher on <i>RCMP</i> workstation; and,</li> </ul> </li> <li>7. Supported browser by web based software: <ul style="list-style-type: none"> <li>• Internet Explorer (IE) 11 or higher, and Edge at least;</li> <li>• Firefox version 60 or above;</li> <li>• Chrome version 48 or above; and,</li> </ul> </li> </ol>

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

8. Antivirus Software:
  - McAfee Antivirus 8 or higher.
9. Electronic Mail:
  - Microsoft Exchange 2016 or above with Outlook 2013 or above; and
10. Virtual Machine:
  - VMware vSphere version 6.5; and,
11. Software Capability:
  - A single intuitive Graphical *User Interface (GUI)* to *integrate* all functions and *allow Users* to seamlessly switch between tools and functions.

### 6.2 Desktop / Laptop

The Table below outlines the Standard Desktop and Laptop components and specifications in which each RPSS must operate. These must be compliant with the system configurations that appears in the GC National Master Standing Offer (NMSO) for Desktops and Workstations.

Components Specifications	
Processor	Intel(R) Pentium(R) 4 CPU Single Core 3.00GHz <b>to</b> AMD Phenom(tm) II X4 B93 Processor Quad Core 2.8 Ghz
Platform	Windows 7 (64 bit for OS, 32 bit Microsoft 2007 for compatibility) or above  ASUS P5E-VM equivalent  Intel Pentium CPU support  1333 MHz FSB or above  Serial ATA support
Motherboard	PCI express video slot  PCI version 2.2  On Board Network Interface Card 100/1000  Fiber Optic Network Interface Card 1000Base-FX PCI 64/32 Bit  On Board PCI Express video card  On Board 16Bit Sound Card
RAM	4GB or more DDR 400MHz (PC-3200) <b>to</b> DDR3 1333Mhz (PC3-10600)
Storage	80GB – 130 GB Hard Disk 5400 - 7400RPM w/ SATA 2 support
Platform	Window 7 and later

### 6.3 Tablets

The Table below outlines the Standard tablet components and specifications in which each RPSS must operate. These must be compliant with the system configurations that appears in the GC National Master Standing Offer (NMSO) for Notebooks, Ruggedized Devices, Mobile Workstations and Tablets.

Components Specifications	
Processor	Quad Core 1.4 Ghz  Intel Core 2.6Ghz  A10X Fusion Chip /64 bits

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Platform	Android 7 Windows 10 iOS 9
RAM	2GB to 16GB
Storage	16 GB – 512 GB
Display	10.1" screen 1920 200 pixels

## 7. DELIVERABLES AND MILESTONES

The following deliverables must be completed by the Contractor:

- 7.1 The RPSS must be installed, configured and tested as per agreed upon timelines with the Client Institution at the kickoff meeting after contract award.
- All documents to be provided by the Contractor throughout the period of the contract must be in the languages of the Client's choice (English or French) and distributed electronically to the Client Technical Authority in Microsoft Word format.
- 7.2 The Contractor must provide the following deliverables within the specified schedule:

**Table 1 – Deliverable Schedule**

	<b>Deliverable</b>	<b>Description</b>	<b>Milestone</b>
1	Project Kick-Off Meeting	The Contractor must organize (including drafting the agenda), conduct and attend kick-off meeting with the Client Institution to review the proposed Implementation Plan. The meeting agenda must be approved by the Client Technical Authority and comments or changes to the agenda will be submitted to the Contractor at least two business days prior to the meeting.	One (1) week following Contract Award
2	List of information required from the Client Institution	Prepare a comprehensive list of all Client Institution documentation and information required by the Contractor in order to enable a smooth implementation of the RPSS including required delivery dates.	As per agreed upon timelines with the Client Technical Authority.
3	Implementation Plan	The Client Technical Authority will provide feedback, in writing, to the Contractor on the proposed Implementation Plan, setting out the changes that must be made to the proposed Plan.  The Contractor will revise the Implementation Plan to incorporate the Client Technical Authority's requested changes and resubmit the Implementation Plan to the Client Technical Authority for approval.	As per agreed upon timelines with the Client Technical Authority.
4	Threat Risk Assessment Documentation and support	The Contractor will provide the Client Technical Authority the necessary documentation to support them in the preparation of its Threat Risk Assessment.	As per agreed upon timelines with the Client Technical Authority

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

5	Needs Assessment and Business Requirements	Based on a comprehensive needs assessment, the Contractor will document the detailed business requirements that will be used to configure the RPSS and reporting.	As per agreed upon timelines with the Client Technical Authority
6	User Accessibility Testing	Prior to deployment, Client Technical Authority will test the RPSS to confirm that it will deploy in their environment without any technical issues (i.e performance, glitches) and that the RPSS will perform as a turnkey once deployed.	As per agreed upon timelines with the Client Technical Authority
7	Client roll-out of configured, tested and implemented RPSS	The Contractor must implement a fully functional and tested RPSS that adheres to all of the functionality, technical and security requirements outlined within the Statement of Work in accordance with the approved Implementation Plan.	As per agreed upon timelines with the Client Technical Authority
8	Project Status Updates	The Contractor must provide weekly Project Status Updates to the Client Technical Authority in a mutually agreeable format.	As per agreed upon timelines with the Client Technical Authority
9	Training Materials	The Contractor must provide training documents and content in Canadian English and French	10 days prior to training delivery
10	Training Plan	The Contractor must provide its proposed Training Plan to the Client Technical Authority, which must demonstrate that the Contractor's proposed training meets all the mandatory requirements for training described in Appendix A Statement of Work.	As per agreed upon timelines with the Client Technical Authority

### 7.3 IMPLEMENTATION

The Contractor must initiate an initial Project Kick-off Meeting with the Client Technical Authority to identify appropriate contacts and stakeholders; to confirm any required adjustments to the Contractor's plans; and identify and resolve project start-up issues.

For the purpose of this Contract, the Contractor must provide the following information:

#### 7.3.1 Implementation Plan

- a) The Contractor must provide an Implementation Plan that clearly identifies, as a minimum:
  - i. **Deliverables**, which include tangible outputs that must be delivered to enable the implementation of the RPSS.
  - ii. **Key milestones** that mark significant check-points along the implementation time line of the RPSS Solution that can measure the deployment's progress.
  - iii. **Activities and tasks** that will be undertaken to achieve each deliverable. How the Contractor will handle/juggle/balance simultaneous deployments for two (2) or more Client Institutions with varying configuration / implementation / integration / user accessibility testing / training needs.
  - iv. **Implementation schedule**, which clearly outlines what will be delivered when in a logical sequence over time.
  - v. **Responsibilities and assignments** that define who is responsible for and assigned to carrying out the activities.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- vi. **Planning Assumptions** that are made in the development of the implementation plan.
- vii. **Implementation risks**, including:
  - A. Category of risk;
  - B. Likelihood of risk;
  - C. Impact of risk; and
  - D. Mitigation Measures
- b) The Contractor must also describe how they will manage the implementation and on-going maintenance of the RPSS during the period of the Contract, including any options exercised, for each of the following areas of work:
  - i. Client Needs Assessment
  - ii. Software Installation
  - iii. Integration with the GC ATIP Online Request Service (AORS) web tool and with GCDocs
  - iv. RPSS Deployment Plan
  - v. Training Plan

#### 7.4 CLIENT NEEDS ASSESSMENT

Each Client Institution will provide the Contractor with an orientation of the management of ATIP Request Processing, policies, and business practices.

- (a) The Contractor must conduct a needs assessment and document the detailed business requirements on which the RPSS will be configured. The Client institution's Technical Authority will be responsible for sign-off of these requirements. These configuration requirements will include, but not limited to the software setup; business rules; process flows; tasks; organizational structure; identification of Users and respective roles and permissions; and design of templates/forms.
- (b) The Contractor may be asked to develop GC Institution specific forms/templates on an as and when requested basis under Task Authorization.

#### 7.5 SOFTWARE INSTALLATION

Following the needs assessment the Contractor must provide each client with Software Installation services. The Contractor must:

- (a) Install and configure its RPSS to ensure that:
  - i. The software is installed on all Client servers;
  - ii. That Users have access and can operate the software with all functionalities on their desktops, workstations, notebooks, ruggedized devices, mobile workstations and tablets.

All approved business and technical requirements are delivered.

#### 7.6 INTEGRATION WITH THE GC ATIP ONLINE REQUEST SERVICE (AORS)

The GC hosts and supports an online tool for Canadians to submit their requests for general and personal information electronically. The tool can be accessed through the following link: <https://atip-aiprp.tbs-sct.gc.ca/en/Home/Welcome>.

- a) The Contractor must develop, test, deploy and support Application Programming Interfaces (API) with each new Client Institution to link/integrate the GC AORS to their RPSS such that requests that are submitted online can be automatically transferred into the RPSS.
- b) For the RPSS integration, the Contractor must:
  - i. Provide an integration methodology to transfer all required request related data from the AORS into the Contractor's RPSS;
  - ii. Perform quality assurance and report any loss of information or technical issues; and
  - iii. Ensure that privacy and security of the information is maintained throughout the integration exercise.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## 7.7 RPSS DEPLOYMENT PLAN

With the purchase of the RPSS, the Contractor must deliver a plan that will detail how it will handle/juggle/balance simultaneous deployments for two (2) or more Client Institutions with varying configuration / implementation / integration / user accessibility testing / training needs. The Contractor must provide the plan to the Client Technical Authority for approval in accordance with Section 7.2 – Table 1 of this Statement of Work.

## 7.8 TRAINING PLAN

### 7.8.1 Training

- a) With the purchase of the RPSS, in accordance with the Task Authorization process, the Contractor must deliver the initial training to Users and Super Users. The Contractor must provide a draft Training Plan to deliver the training to the Client Technical Authority for approval in accordance with Section 7.2 – Table 1 of this Statement of Work.
- b) The Training Plan must, as a minimum, include:
  - i. Training requirements for train-the-trainer to enable Super Users to deliver function based training; process-based training and role-based training to core Users;
  - ii. Training requirements for Client Users;
  - iii. Training requirements for User administration; and
  - iv. Training requirements for solution configuration.
- c) The training provided to Super Users must be delivered in English or in French as requested by the Client and all training documentation must be provided in both Official Languages. Training documentation must include a user manual.
- d) The Training Plan must also include a plan to train core Users located in GC institutions across the country, using trained Super Users as well alternative training methodologies other than traditional classroom training, such as online training.
- e) The Contractor must provide training materials outlining detailed procedures for system access and administrative processes in Canadian English and French in the following formats:
  - i. PDF, with full search and print capabilities specified by the W3 Standards (<http://www.w3.org/TR/2012/CR-html5-20121217/>) for any web-based hosted documents; and
  - ii. Native file format, such that the layout and functionality of the original document is maintained (e.g., a file created in Microsoft Word is provided in the native Microsoft Word format).
- f) Data and documentation used for training purposes must not contain PROTECTED information. Client data in the training environment must be masked to ensure that client data is completely depersonalized.
- g) The training for Client employees can be done by virtual classroom, at Contractor premises or at Client Institution premises, as determined by the Client. The Training Plan must include the training location and how the training will be delivered. (Ex. virtual classroom, at Contractor premises or at Client Institution premises). And how it will handle/juggle/balance simultaneous training sessions for two (2) or more Client Institutions.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## 8. RESPONSIBILITIES

### 8.1 CLIENT INSTITUTIONS RESPONSIBILITIES AND SUPPORT

The Client Institution will:

- a) Ensure that appropriate subject matter experts from within their respective organization are available to the Contractor to discuss and provide content material as required.
- b) Will decide what data will be migrated. The integrity of the data will be the responsibility of Client Institution.
- c) Inform the Contractor of any activity that may affect the project deliverables or deadlines.
- d) Provide access to Departmental networks.
- e) Provide regular feedback to Contractor on emerging issues or concerns.
- f) Conduct Threat and Risk Assessments.
- g) Determine if a Privacy Impact Assessment is required in accordance with TBS directive.

### 8.2 CONTRACTOR RESPONSIBILITIES

The Contractor will:

- a) Communicate promptly with the Client Technical Authority regarding any issue or obstacle beyond the Contractor's control that may hinder the Contractor or its resource's ability to complete the tasks and deliver the deliverables as outlined in this Statement of Work.
- b) Assist the Client Technical Authority and resources in resolving issues that may arise during the performance of the work
- c) Carry out the Implementation Plan, as approved by the Client Technical Authority, and manage the Implementation according to the plan.
- d) Be required to make available a qualified support resource that can provide onsite (the client location) support as needed.

## 9. CONSTRAINTS

- 9.1 Client Institutions may have similar configuration requirements but may also have requirements that vary depending on each institutions size and internal processes. Canada may require the Contractor to facilitate the clients RPSS deployment and training in accordance with these variances.
- 9.2 Client institutions process their ATIP requests in various manners and using various network infrastructures. Some institutions process all of their requests on Protected B networks, others on Secret networks and others on a combination of both depending on the classification of the records that they must review. As such the Contractor will be required to deliver implementation services that can support any of these environments.
- 9.3 As governments change following elections, legislation, mandates, policies and directives may also change. As part of its regular maintenance and support services the Contractor agrees to update its software in accordance with these changes. The Contracting Authority will communicate any changes to the Contractor and the Contractor will have 6 months from the date it is notified to deliver its clients with the software revision.

## 10. LOCATION/TRAVEL

The Contractor will not be paid for its travel and living expenses, for Support, Professional Services and Training Services delivered within Canada.

## 11. OPTIONAL REQUIREMENTS

All Optional Requirements listed below are subject to and contingent upon, at Canada's sole discretion, Canada's decision to exercise the respective irrevocable options under article 7.2 in the Contract.

### 11.1 OPTIONAL PROFESSIONAL SERVICES

- a) The Contractor must provide additional Professional Services, on an as-and-when-requested basis, in accordance with the Task Authorization process in the Contract. The additional optional Professional Services may include the following:

#### i. MIGRATION SERVICES

The Contractor must migrate active and closed requests (data and documents) from existing Software into the Contractor's RPSS.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

All Task Authorized Migration Services must be within the scope of the Contract.

## ii. INTEGRATION SERVICES

Integrate the RPSS with GC tools and applications (ex: GCDocs, Sharepoint etc.)

All Task Authorized Integration Services must be within the scope of the Contract. Integration Services considered to be in accordance with the scope of the Contract may include, but is not limited to, Client Institutions Enterprise Content Management Software or datasets.

- b) All Task Authorized Work must be within the scope of the Contract. Work considered to be in accordance with the scope of the Contract may include, but is not limited to, Work associated to updating the accepted Solution as a result of changes to the Government of Canada Web Accessibility Standard, adding new functionalities to the accepted solution and adapting to changes in the solution's IT environment.

## 11.2 OPTIONAL TRAINING SERVICES

- a) The Contractor must provide Training Services on an as-and-when-requested basis in accordance with the Task Authorization process with the Contract.
- b) All Task Authorized Training Services must be within the scope of the Contract. Training Services considered to be in accordance with the scope of the Contract may include, but is not limited to, Solution-relevant training for administrators, and other identified users accessing the Solution.

## 12. REFERENCE DOCUMENTS

The following table details the governance that guides ATIP Offices within the GC in the delivery of their ATIP services.

Document Title	Location (link or path)
<i>Access to Information Act</i>	<a href="http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html">http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html</a>
<i>Access to Information Regulations</i>	<a href="http://laws-lois.justice.gc.ca/eng/regulations/SOR-83-507/index.html">http://laws-lois.justice.gc.ca/eng/regulations/SOR-83-507/index.html</a>
Budget 2016	<a href="http://www.budget.gc.ca/2016/home-accueil-en.html">http://www.budget.gc.ca/2016/home-accueil-en.html</a>
Canada's Third Biennial Plan to the Open Government Partnership	<a href="http://open.canada.ca/en/content/third-biennial-plan-open-government-partnership">http://open.canada.ca/en/content/third-biennial-plan-open-government-partnership</a>
Directive on Identity Management	<a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16577">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16577</a>
Directive on Internal Support Services	<a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25594">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25594</a>
Directive on Open Government	<a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28108">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28108</a>
Directive on the <i>Administration of the Access to Information Act</i>	<a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18310">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18310</a>
Directive on Record Keeping	<a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16552">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16552</a>
Government of Canada Information Technology Strategic Plan 2016-2020	<a href="https://www.canada.ca/en/treasury-board-secretariat/services/information-technology/information-technology-strategy/strategic-plan-2016-2020.html">https://www.canada.ca/en/treasury-board-secretariat/services/information-technology/information-technology-strategy/strategic-plan-2016-2020.html</a>
Modernizing the Administration of Access to Information	<a href="https://www.canada.ca/en/treasury-board-secretariat/news/2017/06/government_of_canadaintroducesreformstoaccesstoinformation.html">https://www.canada.ca/en/treasury-board-secretariat/news/2017/06/government_of_canadaintroducesreformstoaccesstoinformation.html</a>
Policy on Government Security	<a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578</a>
Policy on Service	<a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27916">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27916</a>
<i>Privacy Act</i>	<a href="http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html">http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html</a>
<i>Privacy Regulations</i>	<a href="http://laws-lois.justice.gc.ca/eng/regulations/SOR-83-508/FullText.html">http://laws-lois.justice.gc.ca/eng/regulations/SOR-83-508/FullText.html</a>

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Document Title	Location (link or path)
Recommendations by the Office of the Information Commissioner of Canada (OIC).	<a href="http://www.oic-ci.gc.ca/eng/media-room-salle-media_speeches-discours_2016_6.aspx">http://www.oic-ci.gc.ca/eng/media-room-salle-media_speeches-discours_2016_6.aspx</a>
Review of the <i>Access to Information Act</i> - Report of the Standing Committee on Access to Information, Privacy and Ethics	<a href="http://www.parl.gc.ca/HousePublications/Publication.aspx?Language=e&amp;Mode=1&amp;Parl=42&amp;Ses=1&amp;DocId=8360717&amp;File=129">http://www.parl.gc.ca/HousePublications/Publication.aspx?Language=e&amp;Mode=1&amp;Parl=42&amp;Ses=1&amp;DocId=8360717&amp;File=129</a>
Revitalization of Access to Information – Improving the Way Access Requests are Processed	<a href="http://open.canada.ca/en/content/revitalizing-access-information-factsheets">http://open.canada.ca/en/content/revitalizing-access-information-factsheets</a>
Special Report to Parliament 2008–2009. Systemic Issues Affecting Access to Information in Canada	<a href="http://www.oic-ci.gc.ca/eng/rp-pr_spe-rep_rap-spe_rep-car_fic-ren_2008-2009.aspx">http://www.oic-ci.gc.ca/eng/rp-pr_spe-rep_rap-spe_rep-car_fic-ren_2008-2009.aspx</a>
Speech from the Throne	<a href="https://www.canada.ca/en/privy-council/campaigns/speech-throne/speech-from-the-throne.html">https://www.canada.ca/en/privy-council/campaigns/speech-throne/speech-from-the-throne.html</a>
Standard on Metadata	<a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18909#">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18909#</a>
Standard on Web Accessibility	<a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601</a>
Standard on Web Usability	<a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227</a>

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## APPENDIX A to ANNEX A – Tier I Functionality

### Tier I RPSS must:

1. be a **turnkey solution**; the Solution is aligned with the description provided in Annex D – Definitions and Interpretations.
2. can enable and support the service delivery of ATIP requests;
3. be designed to facilitate an ATIP request processing process;
4. with limited configuration, is immediately ready to use upon implementation;
5. allow the GC to avoid programming the tool in house;
6. allow a User to intake and capture all request and requester related information independent of the method of request submission (i.e. paper form or electronic delivery);
7. allow for the creation of request types;
8. allow for time extensions;
9. be designed to let the Users preservice and dispose of information contained within the Solution (retention and disposal);
10. allow the Users to import electronic records into the Solution;
11. be designed to let Users assign requests and tasks;
12. allow for attaching documents to a request and a task;
13. allow Users to redact digital records (stamp, apply exemptions and exclusions, annotate);
14. allows for block redaction;
15. allow for version control to identify types of copy (original, working, consultation or releasable);
16. be designed to let Users print, export or publish packages;
17. be designed to let Users manage contact information;
18. allow for request consultation;
19. provide search and reporting capabilities;
20. allow for auditing with logs that can be exported;
21. allow for the management of Complaints;
22. allow for the management of Corrections;
23. allow for the management of investigations and Federal Court Reviews;
24. allow for the management of time which includes calendar types (working days or regular calendar days), the number of days allowed to process requests and time auto-calculation;
25. provide application security to produce secure electronic files ready for release and to ensure that sensitive information cannot be disclosed when at rest;
26. integrate with the GC Online Request Service (AORS) to enable Canadians to electronically submit their requests online and for the GC to electronically receive those requests through the RPSS;
27. allow Users to print to any local or networked printer including label printers;
28. allow for the Solution to be deployed on Protect B and Secret environments without loss of any security of functionality;
29. allow Users to operate the Solution on any standard desktop, laptop and tablet devices;
30. provide the same functionality in both English and French interfaces with functionality to hold, manage and recognize information content in English and in French using standard character sets;
31. provide controlled access with two form user authentication;
32. allow to create, modify and disable User accounts;
33. be designed to secure information at the Software level;
34. be designed to secure information within the Solution (who can access what, who can see what, who can modify or delete what);
35. be aligned with the Government of Canada Strategic Plan for Information Management and Information Technology 2017 to 2021; and
36. be aligned with Treasury Board Secretariat standards, international standards, national technical regulations or recognized national standards.

### Tier I RPSS should:

1. allow Super Users to configure and change drop-down lists, field labels, business revise workflows and design template letters or forms;
2. allow Super Users to assign sequential request numbers based on a configurable file numbering scheme;
3. allow the Users to visualize at glance the status for each of their requests and activities in live time;
4. allow Users to add notes, also referenced as sticky notes (150 characters) that automatically populates the name of the individual adding the note, as well as the date and time the note was placed;
5. be designed to pre-set maximum file sizes for the release documents prior to printing, exporting or publishing;
6. be designed to automatically generate more packages with smaller size should the digital document exceed the size limit;
7. allow Users to organize (assemble in stacks or parts, disassemble and reassemble, delete, modify, paginate, un-paginate and repaginate) imported records;
8. allow Users to free-hand or polygon redact;
9. integrate with the GC ATIP Online Request Service (AORS) in order to release request packages to requester through the GC online portal;
10. be designed to retain or dispose of contact information when disposing of requests;
11. allow Users to scan documents into the RPSS;

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

12. allow Users to scan documents into the RPSS and manipulate the images for clarity (such as color, grayscale, bitonal, black and white, pixel selection, etc.);
13. allow Users to scan documents into the RPSS and manipulate the images for corrections (line straightening, rotation, cropping etc.);
14. allow Users to scan single page scan, batch scan and index;
15. allow Users to mark sensitive information in the request text so that this information is excluded from reports;
16. allow Users to generate reports based on configurable standard templates;
17. allow Users to identify duplicate requests and documents within the RPSS;
18. be designed to generate logs that can be archived in their original and unaltered format;
19. allow Users to append (attach) and remove correspondences to the request and its related activities;
20. allow Users to attach software generated correspondence letters to a request or a request activity without the need to manually import these back into the software once generated by the RPSS;
21. allow Users to generate a written explanation for responses to requests that take longer than a specified period of time to complete, with the ability to enter the number of days extended; and
22. be designed to secure information at the request and document levels.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## APPENDIX B to ANNEX A – Tier II Functionality

### Tier II RPSS must:

1. be a **turnkey solution**; the Solution is aligned with the description provided in Annex D – Definitions and Interpretations.
2. can enable and support the service delivery of ATIP requests;
3. be designed to facilitate an ATIP request processing process;
4. with limited configuration, is immediately ready to use upon implementation;
5. allow the GC to avoid programming the tool in house;
6. allow a User to intake and capture all request and requester related information independent of the method of request submission (i.e. paper form or electronic delivery);
7. allow for the creation of request types;
8. allow for time extensions;
9. be designed to let the Users preservice and dispose of information contained within the Solution (retention and disposal);
10. allow the Users to import electronic records into the Solution;
11. be designed to let Users assign requests and tasks;
12. allow for attaching documents to a request and a task;
13. allow Users to redact digital records (stamp, apply exemptions and exclusions, annotate);
14. allows for block redaction;
15. allow for version control to identify types of copy (original, working, consultation or releasable);
16. be designed to let Users print, export or publish packages;
17. be designed to let Users manage contact information;
18. allow for request consultation;
19. provide search and reporting capabilities;
20. allow for auditing with logs that can be exported;
21. allow for the management of Complaints;
22. allow for the management of Corrections;
23. allow for the management of investigations and Federal Court Reviews;
24. allow for the management of time which includes calendar types (working days or regular calendar days), the number of days allowed to process requests and time auto-calculation;
25. provide application security to produce secure electronic files ready for release and to ensure that sensitive information cannot be disclosed when at rest;
26. integrate with the GC Online Request Service (AORS) to enable Canadians to electronically submit their requests online and for the GC to electronically receive those requests through the RPSS;
27. allow Users to print to any local or networked printer including label printers;
28. allow for the Solution to be deployed on Protect B and Secret environments without loss of any security of functionality;
29. allow Users to operate the Solution on any standard desktop, laptop and Tablet devices;
30. provide the same functionality in both English and French interfaces with functionality to hold, manage and recognize information content in English and in French using standard character sets;
31. provide controlled access with two form user authentication;
32. allow to create, modify and disable User accounts;
33. be designed to secure information at the Software level;
34. be designed to secure information within the Solution (who can access what, who can see what, who can modify or delete what);
35. be aligned with the Government of Canada Strategic Plan for Information Management and Information Technology 2017 to 2021;
36. be aligned with Treasury Board Secretariat standards, international standards, national technical regulations or recognized national standards;
37. allow to modify multiple requests and activities in a single action;
38. allow to auto-generate new requests using information from an existing request;
39. configure pre-set sequence of actions to be launched when initiating requests of different types;
40. display multiple images side by side on one screen;
41. process request documents by digitally inserting, moving or deleting them from a task/activity;
42. allow for version control that will identify and track document revisions with date and time, and individual contacts that made the last modifications;
43. be designed to let the Users apply or not the severing recommendations (changes) provided by the consulted party;
44. allow Users to select colors (in addition to black, grey and white) from a selection of colors when redacting / watermarking;
45. be designed to produce a schedule for consultation with the Privy Council Office (PCO Schedule) regarding the application of S.69 of the *Access to Information Act* and the application of S.70 of the *Privacy Act*;
46. be designed to hide contacts from users based on access rights;
47. allow Users to securely collaborate between organizations and between internal branches on the revision and redacting of consultation packages;
48. be designed to query the full set of data stored within the application server(s).
49. provide Optical Character Recognition (OCR) functionality for quick and reliable searches within the digital records;
50. allow Users to identify requests and actions that are close to, at or passed due dates;
51. allow Users to search for key words across multiple requests and/or documents;
52. allow Users to use search filters;

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

53. allow Users to run searches where the results will be hyperlinked to their source location for quick access;
54. allows Users to flag the requester's preferred language (English or French) of communication in order to automatically generate correspondence in their language of choice as well as the requester's preferred method for corresponding;
55. allows Users to create software-generated correspondences as well as GC institution specific template documents;
56. be designed with a library of merge codes (bookmarks) equally available for both email and document templates and the ability to add new User defined merge codes to extend this library;
57. allow Users to process fees, refunds or waivers with auto-calculation and reporting capabilities;
58. allow Users to share digital content with consultees (internal and external) while limiting access to these documents to selected consultees;
59. allow Super Users to create User Security Groups which can be configured to grant or limit access rights for all of the RPSS functionality;
60. integrate with GC tools (Open Text Content Server, MS SharePoint, Ringtail, Mikan, locar and Network drives); and
61. allow Users to operate seamlessly with the RPSS using portable devices, such as tablets or notebooks where all features are fully functional and displayable in larger resolution environments.

**Tier II RPSS should:**

1. allow Super Users to configure and change drop-down lists, field labels, business revise workflows and design template letters or forms;
2. allow Super Users to assign sequential request numbers based on a configurable file numbering scheme;
3. allow the Users to visualize at glance the status for each of their requests and activities in live time;
4. allow Users to add notes, also referenced as sticky notes (150 characters) that automatically populates the name of the individual adding the note, as well as the date and time the note was placed;
5. be designed to pre-set maximum file sizes for the release documents prior to printing, exporting or publishing;
6. be designed to automatically generate more packages with smaller size should the digital document exceed the size limit;
7. allow Users to organize (assemble in stacks or parts, disassemble and reassemble, delete, modify, paginate, un-paginate and repaginate) imported records;
8. allow Users to free-hand or polygon redact;
9. integrate with the GC ATIP Online Request Service (AORS) in order to release request packages to requester through the GC online portal;
10. be designed to retain or dispose of contact information when disposing of requests;
11. allow Users to scan documents into the RPSS;
12. allow Users to scan documents into the RPSS and manipulate the images for clarity (such as color, grayscale, bitonal, black and white, pixel selection, etc.);
13. allow Users to scan documents into the RPSS and manipulate the images for corrections (line straightening, rotation, cropping etc.);
14. allow Users to scan single page scan, batch scan and index;
15. allow Users to mark sensitive information in the request text so that this information is excluded from reports;
16. allow Users to generate reports based on configurable standard templates;
17. allow Users to identify duplicate requests and documents within the RPSS;
18. be designed to generate logs that can be archived in their original and unaltered format;
19. allow Users to append (attach) and remove correspondences to the request and its related activities;
20. allow Users to attach software generated correspondence letters to a request or a request activity without the need to manually import these back into the software once generated by the RPSS;
21. allow Users to generate a written explanation for responses to requests that take longer than a specified period of time to complete, with the ability to enter the number of days extended; and
22. be designed to secure information at the request and document levels;
23. allow Users to open the online User and Administrator Guides within the RPSS and open in a different window or tab;
24. take the User back to the RPSS at the screen and field positions where the User was last upon closing a screen or window;
25. provide online User and Administrator Guides to GC institutions;
26. have a context-sensitive "Help" functionality where the featured topics are tailored as part of the implementation to create an online help repository that more accurately reflects the 'as-built' solution;
27. allow Users to assign requests and activities at once (single action);
28. allow Users to close requests and activities at once (single action);
29. be designed with a template builder for departments that process standardized forms where there is a specific section on a page that is always redacted;
30. be designed with a configurable system template to redact the section for all similarly marked pages eliminating the need to manually redact each page;

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

31. provide functionality to manage information by sorting what is required and what is optional when capturing information within the RPSS;
32. allow Super Users to configure lists of selections tailored for a groups of Users or Business Units (BU);
33. be designed for Super Users to manage their institution specific activities within the RPSS by creating, modifying and deleting groups of activities (action groups) and activity items;
34. be designed to securely review, redact and release (export) this information to the requester in full or in part in their native format while removing any hidden information within the documents;
35. allow Super Users to modify the schedule (M59) when data or formatting changes are required;
36. be designed to import nested email attachments into the software as separate searchable records;
37. be designed to import an institution's departmental header in order to be applied when generating correspondence letters;
38. allow Users to "drag and drop" documents into requests;
39. allow Users to "drag and drop" of documents into the request tasks/actions;
40. allow Super Users to create, modify, and delete form templates (such as Cabinet Confidence exclusions, OIC Response Complaints, TBS Annual statistical Reports);
41. be designed to prevent duplicating contact information within the RPSS;
42. be designed to delete multiple contacts (Batch processing) at once;
43. allow for Users to collaborate through a shared collaboration portal / module / component without the need for exporting and importing the documents back into the software;
44. allow the Users to use Boolean comparisons in the search function;
45. allow Users to locate request related information, execute request processing activities and dictate text with the user's voice alone, without needing a keyboard usage;
46. allow Users to add, edit or delete searchable flags, as well as to search for requests based on these flags for quick retrieval of these flagged requests;
47. provide artificial intelligence technology for a *search and sever* capability;
48. allow Users to configure what information is to be captured in logs and; export these logs to the user-selected format;
49. allow Users to forward events and logs to a GC-managed centralized audit log system using standardized reporting interfaces, protocols, and data formats, syslog, or other common log formats and APIs that support log data remote retrieval;
50. allow Users to generate template messages using any data elements within the RPSS;
51. allow Users to generate client contact labels that can print to any Windows driven label printer;
52. provide for built-in system validation with functionality to configure business rules to trigger alerts/notifications when these rules are not followed;
53. be designed to include business rules that auto-generate email request acknowledgments, reminders, and notices relevant to request workflows;
54. be designed to configure business rules (such as request priorities, deadlines, near expiration or expiration of action due dates, etc.) that must auto-generate email alerts / reminders / notices relevant to request workflows;
55. allow Users to configure secondary contacts that must also receive the alerts sent to the main contact that was assigned to the request or action;
56. be designed to include a scheduled retention and disposal process that can provide notifications to a system Super User when each request meets the institution specific rules for disposition;
57. be designed to include configurable business rules to support workflow automation specific to each types of request;
58. provide flexibility to configure page sequencing with data field access to support workflow customization;
59. provide functionality to create new Complaints based on information received in Extensible Markup Language (.XML);
60. provide functionality to create new Personal Information Correction requests based on information received in Extensible Markup Language (.XML);
61. provide functionality to lock the requests with a closed status from being reopened and modified by non-authorized Users and allowing only those with proper access to complete such action;
62. allow Super Users with the ability to manage software configurations as detailed in General Administration functionality detailed in Appendix A to Annex G - Detailed Functionality Overview;
63. allow Users to select imaging enhancement options such as but not limited to dot-per-inch (dpi) resolution, color resolution, image cropping or image noise resolution;
64. allow Users to display multiple images on one screen (e.g. 2X2, 4X4, 8X8) and to be able to enhance, move, delete and replace these images;
65. allow Users to automatically transpose request related information from paper copies into the RPSS (scan and transfer);
66. provide for information that appears on the GC issued forms be digitally processed using OCR technology such that it gets transferred into the RPSS in their value matching fields;
67. allow Users to identify request details with quick reference features (ex. late requests, missing payments; active complaint, etc.)
68. provide functionality to automatically replicate to the GC archival Collections Management System (CMS) any changes pertaining to the accessibility status (open, partially open, restricted) that are applied within the RPSS;
69. provide the option for an automated transfer of the release packages into the GC CMS;
70. allow Users to query other GC records/collections management tools to retrieve (order) the request related records;
71. allow institutions to migrate information from the various ATIP software currently being used by GC institutions to the RPSS;

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

72. be designed such that no existing data or information from past file repositories is lost in the transition and that this information can be accessed and reused in the new RPSS;
73. allow Users to securely transfer data and synchronize information (request tracking data, contact data, response content, redaction processing statistics, etc.) between different security level environments;
74. provide an integrated business analytics tool to enable Users to develop dashboards that provide the status and performance metrics that are critical for request processing timeliness and efficiency;
75. allow Users to identify and monitor usage trends (e.g. top 5 consulted institutions, top 5 exemptions invoked, etc.) to aid in trend analysis;
76. provide AI to automatically identify sensitive Personally Identifiable Information (PII) such as SIN, addresses, and flag for potential redaction;
77. provide functionality to prevent GC institutions from disposing of requests with specific tags (such as but not limited to active complaints, active court cases, legislated holds or cross-referenced requests if the last administrative action is less than 731 days);
78. allow Users to scan and transfer of GC forms (such as InfoSource TBS/STC 350-57) to transfer the information that appears on the forms into the software without manual transcription;
79. provide business rules when closing a request that will auto-populate the disposition type;
80. provide AI for Users to enter one or a list of key words and/or characters associated with predefined exemptions which will auto search, sever and apply the associated exemptions (with Stamp);
81. allow Users to search and sever with the ability for single/multi-character wildcards and flexibility to pick annotation (sever or highlight type) and apply per match or to all matches;
82. provide AI to suggest within digital documents content that should be severed; and
83. allow Super Users to configure the access rights for activity logs (audit logs).

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## APPENDIX C TO ANNEX A – RECORDS GROUP CONCEPT

<<In arranging records, archivists in the Government of Canada divide records into record groups, and within record groups into series and sub-series of records. Given the centrality of the record group to the Government's operations and indeed to the organization of this Guide, some understanding of the record group concept is necessary for Users that seek access to the Government's holdings.

Archivists follow two principles when organizing records. First, the principle of provenance states that the records of a given records creator must not be intermingled with those of other records creators. Second, the principle of original order states that the original filing or classification system of records in their office of origin (which may not be the order in which they are first received at the Archives) must as far as possible be respected and/or recreated. To do otherwise, to arrange and organize records by research-oriented subject areas, geographical location, or chronological period, for example, would destroy the evidential value represented by the records themselves; it would, in effect, remove them from the context in which they were created and thus destroy a significant part of the information they contain. Accordingly, the Government's archival holdings are organized into separate record groups as the means of following these two principles.>>

***Copied from the National Archives of Canada General Guide Series; Government Archives Division manual, 1991, compiled by Cynthia Lovering***

RG information consists of archival indexing data. This data is processed through a Government of Canada archival collections management system (Mikan) and is stored in a separate unsecured SQL database (different server). Upon reviewing archival records through ATIP requests the GC must update the status of these records (accessible, not accessible or accessible in part) as well as the boxes, volumes, parts, documents and pages that have gone through this ATIP revision. The RG information is to be captured within the Request Processing Solution which then must synchronize (push data) with the GC software (with the existing SQL database).

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**ANNEX B – BASIS OF PAYMENT**

The following tables apply to both Tiers per Contract.

Estimates are provided for purposes of evaluation. Canada is not obligated to purchase the quantity indicated throughout Annex B should a Contract be awarded. For purposes of evaluation each Tables total will result in a single indicator using the letter C and the associated Table number. The use of the letter C for this purpose has no other meaning or relationship to other columns.

<b>TABLE 1</b>			
<b>PERPETUAL LICENSED SOFTWARE DURING INITIAL CONTRACT PERIOD</b>			
<b>(Price includes</b> perpetually Licensed Software, a 12-months warranty, software maintenance and support, Professional Services including implementation, User accessibility testing, configuration and documentation. Maintenance must include updates to the software to reflect changes made to the <i>Access to Information Act</i> and <i>Privacy Act</i> )			
<b>FIRM ALL-INCLUSIVE LOT PRICE (Cdn \$)</b>			
<b>Item # (A)</b>	<b>DESCRIPTION (B)</b>	<b>Unit of Measure (C)</b>	<b>All-Inclusive Lot Price (D)</b>
1	For 25 Perpetual Licenses	Price per Lot	\$ _____
TOTAL FOR EVALUATION PURPOSES (Sum of Item 1, Column D) = C1 <b>(Applicable Taxes Excluded):</b>			\$ _____

<b>TABLE 2 – OPTIONAL YEARS</b>		
<b>SOFTWARE MAINTENANCE AND SUPPORT SERVICES</b>		
<b>FIRM ALL-INCLUSIVE LOT PRICE (Cdn \$)</b>		
<b>Item # (A)</b>	<b>DESCRIPTION (B)</b>	<b>Lot Price (C)</b>
	For the provision of software maintenance and support services on all licenses of the RPSS owned by Canada, for each option year after the initial Contract Period.	
1	Option Year 1: Software Maintenance and Support Services as per Description	\$ _____
2	Option Year 2: Software Maintenance and Support Services as per Description	\$ _____
3	Option Year 3: Software Maintenance and Support Services as per Description	\$ _____
4	Option Year 4: Software Maintenance and Support Services as per Description	\$ _____
5	Option Year 5: Software Maintenance and Support Services as per Description	\$ _____
6	Option Year 6: Software Maintenance and Support Services as per Description	\$ _____
7	Option Year 7: Software Maintenance and Support Services as per Description	\$ _____
8	Option Year 8: Software Maintenance and Support Services as per Description	\$ _____
9	Option Year 9: Software Maintenance and Support Services as per Description	\$ _____
TOTAL FOR EVALUATION PURPOSES (Sum of Items 1-9, Column C) = C2 <b>(Applicable Taxes Excluded):</b>		\$ _____
<b>Note 1:</b> In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm percentage rate multiplied by the amount paid for the additional Licensed Software, divided by 12 and then multiplied by the number of months to the common termination date for Software Maintenance and Support Services. In any subsequent year in which Canada exercises its Option(s) to obtain Software Maintenance and Support Services, the full amount will apply on the existing Licensed Software.		

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**Optional Professional Services including Training – Table 3**

- (i) The Bidder must identify any potential Professional Services resource categories and associated per diem rates, as applicable. The following table is for the Bidder to input their per diem rates for each potential resource in accordance with the work as per article 12 of Annex A - Statement of Work and Part 7 – Resulting Contract Clauses, Article 7.14 of the RFP. The Bidder may add additional categories as necessary.
- (ii) The Bidder must provide a description of each Professional Services Resource Category listed in Table 3 by completing Appendix A to Annex B – Task Authorized Optional Professional Services Resource Category Descriptions.

For purposes of evaluation, the average of all per diem rates submitted by a Bidder will be calculated by the sum of all per diems divided by the total number of proposed professional service resources and multiplied by 100 as the estimated level of effort for purposes of the evaluation.

<b>Table 3 - Firm all-inclusive per diem rates (Cdn \$) for Optional Professional Services to be provided on an as-and-when described in Annex A – Statement of Work and in accordance with the Task Authorization process:</b>											
Item #	Resource Category	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Option Period 5	Option Period 6	Option Period 7	Option Period 8	Option Period 9	Average Per Diem Rate
		Firm All-Inclusive Per Diem Rate (C)	Firm All-Inclusive Per Diem Rate (D)	Firm All-Inclusive Per Diem Rate (E)	Firm All-Inclusive Per Diem Rate (F)	Firm All-Inclusive Per Diem Rate (G)	Firm All-Inclusive Per Diem Rate (H)	Firm All-Inclusive Per Diem Rate (I)	Firm All-Inclusive Per Diem Rate (J)	Firm All-Inclusive Per Diem Rate (K)	Sum of Columns C to K divided by 9 (L)
(A)	(B)										
1		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Total Evaluated Bid Price = (Sum of Column L divided by total number of Resources) * 100 = C3</b>											\$
<b>(Applicable Taxes Excluded):</b>											
<b>Note 2:</b> Bidders to enter per diem rate for each category and period.											
<b>Note 3:</b> For evaluation purposes, 100 represents the estimated Level of Effort.											

<b>TABLE 4</b>				
<b>OPTIONAL GRANT FOR ADDITIONAL RPSS LICENSED SOFTWARE PURCHASED DURING THE INITIAL CONTRACT PERIOD AND ALL OPTION PERIODS</b>				
Item #	DESCRIPTION	Cost per Additional User	Estimated Number of Users for Evaluation Purposes	Extended Price for Evaluation Purposes
(A)		(B)	(C)	(D) = (B X C)
1	For the provision of additional RPSS Licensed Software including: 12-months warranty, software maintenance and support, and documentation. Where the maintenance and support may be subject to pro-rating in accordance with Article 7.16.1 (c) of this Contract. Maintenance must include updates to the software to reflect changes made to the <i>Access to Information Act</i> and <i>Privacy Act</i> .	\$ _____	10	\$ _____
<b>TOTAL FOR EVALUATION PURPOSES (Sum of Item 1, Column D) = C4</b>				\$ _____
<b>(Applicable Taxes Excluded):</b>				
<b>Note 4:</b> Canada will issue amendments to acquire user licenses in whichever amount necessary (if any).				

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

<b>TABLE 5</b>		
<b>CALCULATION OF TOTAL BID PRICE</b>		
<b>ITEM # (A)</b>	<b>DESCRIPTION (B)</b>	<b>TOTAL PRICE PER TABLE (C)</b>
1	Table 1 – Initial Requirement for RPSS Licensed Software	Total of Table 1 – C1
2	Table 2 – Option to extend the Contract including option to renew annual Software Maintenance and Support Services	Total of Table 2 – C2
3	Table 3 – Optional Professional Services and Training	Total of Table 3 – C3
4	Table 4 - Optional Grant For Additional RPSS Licensed Software during the Initial Contract Period and all Option Periods	Total of Table 4 – C4
<b>5</b>	<b>TOTAL BID PRICE FOR EVALUATION PURPOSES</b>	<b>Sum of Column C, Items 1-4</b>

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

**Appendix A to Annex B - Optional Task Authorized Professional and Training Services Resource Categories**

**1. Optional Task Authorized Professional Services** as identified in Table 3 – Annex B – Basis of Payment

Table 1. Optional Task Authorized Professional Services Resource Category (PSRC) Descriptions		
PSRC #	RESOURCE CATEGORY	DESCRIPTION
		Responsibilities could include but are not limited to:
		Responsibilities could include but are not limited to:
		Responsibilities could include but are not limited to:
		Responsibilities could include but are not limited to:

**2. Optional Task Authorized Training Services** as identified in Table 3 – Annex B – Basis of Payment

Table 2. Optional Task Authorized Training Services Resource Category (TSRC) Descriptions		
TSRC #	RESOURCE CATEGORY	DESCRIPTION
1	Training Services	Responsibilities could include but are not limited to:

### ANNEX C – SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat <b>24062-18-627</b>
	Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Treasury Board Secretariat of Canada	2. Branch or Directorate / Direction générale ou Direction OCIO / OG
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail 24062-18-627 ATIP Request Processing Software Solution (RPSS)		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET TOP SECRET <input type="checkbox"/>
TRES SECRET <input type="checkbox"/>		TRES SECRET TRES SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TOP SECRET (SIGINT) <input type="checkbox"/>
TRES SECRET (SIGINT) <input type="checkbox"/>		TRES SECRET (SIGINT) TRES SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME



Contract Number / Numéro du contrat <b>24062-18-627</b>
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET – SIGINT TRES SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	Special comments: Commentaires spéciaux : _____		

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Solicitation No. – N° de l'invitation      Amd. No – N° de la modif.      Buyer ID – Id de l'acheteur  
 24062-180627/A      138XL

Client Ref. No. – N° de réf. De client      File No. – N° du dossier      CCC No./ N° CCC – FMS No/ N° VME  
 24062-180627



Contract Number / Numéro du contrat  
**24062-18-627**  
 Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

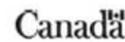
**SUMMARY CHART / TABLEAU RECAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉE			CLASSIFIED CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	COMSEC CONFIDENTIAL	COMSEC SECRET	COMSEC TOP SECRET				
														NATO DIFFUSION RESTRICTED	NATO CONFIDENTIAL	PROTECTED PROTÉGÉE	CONFIDENTIAL
Information / Assets Renseignements / Biens																	
Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## ANNEX D – DEFINITIONS AND INTERPRETATIONS

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

**“Action”** types of ATIP related activities – Actions could be, for example, assessment, retrieval, final response, assignment, transfer, e-mail, etc.

**“Action Group”** an accumulation of Actions (i.e. a higher level in the hierarchy); for example Consultations, Fees, Closing, etc.

**“Annotation”** a note added by way of comment, stamp or explanation.

**“Annual Report”** a report on a government institution's administration of the *Access to Information Act* or the *Privacy Act* during the fiscal year, which is prepared by the head of a government institution for submission to Parliament.

**“AORS”** GC ATIP Online Request Service

**“API (Application Programming Interface)”** mean an interface that allows developers to interact with programs and applications, including learning management systems.

**“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.

**“Asset”** means all information technology resources used, accessed or managed by the Contractor to provision and deliver the Services described in this Contract (including, without limitation, all technology resources at the Contractor's Service Locations or at the Contractor's or a Contractor Subcontractor's data centre, networking, storage, servers, virtualization platforms, operating systems, middleware, and applications).

**“ATIP”** Access to Information and Privacy

**“Authentication”** the process of establishing confidence in User credentials. Authentication is different from authorization. However, they are usually inextricably linked. Authentication precedes authorization. Authentication simply establishes credential assurance but not what the holder of that credential is authorized to do or what access privileges he or she has; this is a separate decision. The RP can use the authenticated information provided by the credential provider to make authorization or access control decisions. The Federation directly addresses authentication, and indirectly supports authorization.

**“Authorized User”** means any user that holds a valid Solution access log-in profile.

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

**“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.

**“Business Unit”** a division or a unit in a GC organization.

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

**“Canada Data”** means information or data, regardless of form or format: (A) disclosed by or related to the Canada's personnel, clients, partners, joint venture participants, licensors, vendors or Contractors; (B) disclosed by or related to End Users of the Services; or (C) collected, used or processed by, or stored for, the Services; which is directly or indirectly: (i) disclosed to the Contractor or Contractor Subcontractors by or on behalf of the Canada or End Users; (ii) to which the Contractor or any Contractor Subcontractors obtains access, intentionally or inadvertently; (iii) resident on any Asset, or on any other network, System or Hardware used or managed for Canada by the Contractor for the Services and Contractor's services, including Contractor Infrastructure; or (iv) generated, developed, acquired or otherwise obtained by the Contractor or any Contractor Subcontractor or Sub-

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

processor as part of or in the course of providing the Services; and includes all information derived from such information and all metadata forming part of or associated with such information. For greater certainty, "Canada Data" includes all information and data stored in or processed through the Services, Assets, or Contractor Infrastructure.

**"Certification"** means the action or process of providing someone or something with an official document attesting to a status or level of achievement. Some certifications are mandatory and condition to employment.

**"Capture"** process of collecting paper documents, forms and e-documents, transforming them into accurate, retrievable, digital information, and delivering the information into business applications and databases for immediate action.

**"Client"** means the department or agency for which the Work and/or Services are performed under the Contract. In such respect, Client may refer to any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act

**"Client Data"** means (i) any data provided to the Contractor by Client or at its direction in connection with the Solution and (ii) all content that the Contractor develops and delivers to Client, and that Client accepts, in accordance with this Contract.

**"Complaint"** a complaint to the Information Commissioner on any of the grounds outlined in subsection 30(1) of the *Access to Information Act* or to the Privacy Commissioner on any of the grounds outlined in subsection 29(1) of the *Privacy Act*.

**"Component"** one of the parts that make up a whole system

**"Concurrent User"** means more than one Authorized User utilizing the Solution at the same time.

**"Configurable"** capable of being configured; customizable; permitting rearrangement or adjustment.

**"Consultation Package"** selected portion of a document that needs to be sent to another party for consultation under the legislation.

**"Consultees"** persons who is formally consulted or asked for advice on a matter

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

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

**"Contractor"** means the entity named in the Contract to provide the Services and/or the Work to Canada

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

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

**"COTS"** Commercial Off-the-Shelf

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

**"Deliverable" or "Deliverables"**, when used generically, refers to any discrete part of the Work to be performed for Canada including the license to use the Licensed Software.

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

**"End-User(s)"** person(s) who ultimately uses or is intended to ultimately use the product.

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

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

“**Exclusion**” a provision of the *Access to Information Act* or the *Privacy Act* that removes certain records from the application of the legislation.

“**Exemption**” a mandatory or discretionary provision under the *Access to Information Act* or the *Privacy Act* that authorizes the head of a government institution to refuse the disclosure of records in response to an access or privacy request.

“**Extension**” an extension of the time limit for response under the legislation.

“**External Site**” Non Federation member system that provides end-user discovery service, and redirects the end-user to the selected Federation member system. Examples include agency portals, and government sites such as canada.ca

“**Federal Government Working Day**” is defined as Monday to Friday, 8:00 am to 4:00 pm Eastern Time, excluding statutory holidays observed by Canada.

“**FY**” Fiscal Year – 01 April to 31 March

“**GC**” Government of Canada

“**GC Institution**” any department, ministry of state, body, or office listed in Schedule I of the *Access to Information Act* or in the Schedule of the *Privacy Act* and any parent Crown Corporation and wholly owned subsidiary of a Crown corporation within the meaning of section 83 of the *Financial Administration Act*. The term "government institution" does not include Ministers' Offices.

“**GUI**” Graphic User Interface.

“**Information Assets**” means any individual data element of such Canada Data.

“**Information Commissioner**” an Officer of Parliament appointed by the Governor in Council to investigate complaints related to any matter involving the request or acquisition of records under the *Access to Information Act*.

“**International Character Sets**” information that is about an identifiable individual and recorded in any form, as defined in section 3 of the *Privacy Act*.

“**Last Administrative Action (use)**” ATIP request related information and records are retained for 2 years following the *last administrative action* or administrative use, i.e. the last activity registered on the request.

“**Local Presence**” office, person or sub-contractor qualified and capable of delivering the client services within the National Capital Region

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

“**Manage**” means, in the context of an information system, actions such as the creation, the access, the modification, and the deletion for information or record(s).

“**Mikan**” current Archival Collection Management System used by the GC.

“**Official Languages**” English and French are Canada's both official languages

“**OIC**” Office of the Information Commissioner

“**OPC**” Office of the Privacy Commissioner

“**OPI**” Office of Primary Interest (OPI) is an office (or business unit, branch, section, etc.) that GC institutions reach out to for the retrieval of documents that pertain to ATIP requests.

“**Overdue**” means the time when an amount is unpaid on the first day following the day on which it is due and payable according to the Contract.

“**Party**” means Canada, the Contractor, or any other signatory to the Contract and “Parties” means all of them.

“**Personal Information**” means information that is about an identifiable individual and recorded in any form, as defined in section 3 of the *Privacy Act*. Examples include, but is not limited to the information relating to race, nationality, ethnic origin, religion, age, marital status, address, education

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

as well as the medical, criminal, financial or employment histories of an individual. Personal information also includes any identifying number or symbol, such as the social insurance number, assigned to an individual. Definition from Government of Canada Justice Laws Website: <https://laws-lois.justice.gc.ca/eng/acts/P-21/section-3.html>

**“Privacy Commissioner”** an Officer of Parliament appointed by Governor in Council, whose main function is to investigate complaints made by individuals under the *Privacy Act* and the *Personal Information Protection and Electronic Documents Act*.

**“Processor”** means a natural or legal person, public authority, agency or other body that processes Personal Information on behalf of, and in accordance with the instructions of, Canada.

**“Product Manufacturer”** means the entity which assembles the component parts to manufacture a Product.

**“Public Services and Procurement Canada” or “Public Works and Government Services Canada”** means the Department of Public Works and Government Services as established under the Department of Public Works and Government Services Act.

**“Rating Scale” Outstanding:** Comprehensive and complete in all details; exceeds all requirements and objectives.

**Satisfactory:** Meets all minimum requirements; demonstrates partial understanding; some detail missing; requires clarification.

**Unsatisfactory:** Incomplete response; lacks understanding; missing lots of details.

**“Record”** means any hard copy document or any data in a machine-readable format containing Personal Information or Canada data.

**“Records Group”** See Appendix C to Annex A.

**“Reduced Responsiveness”** system or application response time greater than 3 seconds.

**“Request”** an Access Request for access to a record or records made under the *Access to Information Act*; or a privacy Request made under the *Privacy Act* by or on behalf of an individual for his or her own personal information.

**“Request Type”** types of Requests could be, for example, Access to Information, Access Consultation, Access Informal, Privacy, Privacy Consultation, Privacy Impact Assessment, Personal Information Bank, Privacy Policy, and others.

**“Requester”** a Canadian citizen, a permanent resident, or any individual or corporation present in Canada that requests access to a record under the *Access to Information Act*; a Canadian citizen, a permanent resident, or any individual present in Canada who requests access to a record under the *Privacy Act*, or any individual or organization seeking ATIP services.

**“Requester Information”** identifying information regarding an individual or entity who makes a request subject to the *Access to Information Act*; an individual who requests access to a record under the *Privacy Act*, or identifying information regarding an individual or entity that makes an ATIP related request.

**“Response Time”** time spent by the request waiting to obtain access to a hardware resource (e.g., CPU)

**“Responsible Contact”** an individual assigned to any activity.

**“Responsiveness”** ability of a Software to meet its objectives for response time or throughput. How fast the system responds to an event.

**“Retention and Disposal”** standards that identify the length of time records are maintained under the control of an institution and the point at which the final disposition is applied.

**“Security Event Log”** means any event, notification or alert that a device, systems or software is technically capable of producing in relation to its status, functions and activities. Security Events Logs are not limited to security devices, but are applicable to all devices, systems and software that are technically capable of producing event logs that can be used in security investigations, auditing and monitoring. Examples of Systems that can produce security event logs are, but not limited to:

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, network, authentication services, directory services, DHCP, DNS, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application/layer 7 firewalls.

**“Security Incident”** means any observable or measurable anomaly occurring with respect to an Asset, which results, or which may result, in: (A) a violation of the Canada’s Security Policies, a Specific Security Measure, the Contractor’s or Subcontractor’s security policies or procedures, or any requirement of these Security Obligations or the Privacy Obligations; or (B) the unauthorized access to, modification of, or exfiltration of any Authorized Personnel’s credentials, Users’ credentials, or Information Asset.

**“Services”** means

- i) granting Solution access and usage rights;
- ii) providing Solution Documentation;
- iii) maintaining, upgrading, and updating the Solution;
- iv) managing incidents and defects to ensure the Solution(s) operate at the applicable service levels; and,
- v) providing incidental and additionally required information technology infrastructure services required to deliver the Solution.

**“Software Error”** means any software instruction or statement contained in or absent from the Solution, which, by its presence or absence, prevents the Solution from operating in accordance with the Specifications.

**“Solution”** means the entirety of the project requirements under this Contract for a licensed software providing access and use by Users that is fully maintained, automatically upgraded, updated functionality and including support services such as implementation services, maintenance and support services, professional and training services, documentation as well as the physical and electronic secure information technology infrastructure to deliver all the requirements under this Contract.

**“Solution Documentation”** means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Solution.

**“Specifications”** means the description of the essential, functional or technical requirements of the Services in Annex A – Statement of Work, including the procedures for determining whether the requirements have been met.

**“Sub-processor”** means any natural or legal person, public authority, agency or other body which processes personal information on behalf of a data controller.

**“Super User”** a person with unlimited access privileges who can perform any and all operations within the software solution.

**“System”** a particular set of rules, features and functionality, especially in computing, which is used to store and process data and make deductions from stored data.

**“TBS”** means Treasury Board of Canada Secretariat.

**“Third Party”** means either a government institution or any person, group of persons, or organization other than the person that made the access request.

**“Tools”** means a resource materials for ATIP practitioners, including electronic and analogue among others.

**“Turnkey Solution”** a turnkey solution is a type of solution that can be easily implemented into current business processes. A turnkey solution is immediately ready to use upon implementation with minimal configuration.

**“Usage rights”** means granting access to and use of a Solution, also sometimes known as a subscription license.

**“User”** means any individual, or system process acting on behalf of an individual, authorized by Canada to access the Services.

**“User-friendly Interface”** a system that is easy to learn and easy to use, and can be learned quickly by users who have never worked with a similar program. The interface has the following attributes:

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

1. Simple. A user-friendly interface is not overly complex, but instead is straightforward, providing quick access to common features or commands.
2. Clean. A good user interface is well-organized, making it easy to locate different tools and options.
3. Intuitive. In order to be user-friendly, an interface must make sense to the average user and should require minimal explanation for how to use it.
4. Reliable. An unreliable product is not user-friendly, since it will cause undue frustration for the user. A user-friendly product is reliable and does not malfunction or crash.

“**WCAG**” Web Content Accessibility Guidelines

“**Web Session**” means a group of user interactions with the Solution that takes place within a given time frame. For example, a single session can contain multiple page views, events, interactions, and transactions.

“**Workplace Technology Devices**” means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## ANNEX E – SUPPLY CHAIN INTEGRITY PROCESS

### 1.1 On-going Supply Chain Integrity Process

- 1.1.1 The Contractor acknowledges that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of Cloud Services will be required with respect to this Contract.
- 1.1.2 The parties acknowledge that Canada reserves the right to review the native Cloud Services and third party marketplace services of any Contractor in whole or in part at any time for supply chain integrity concerns. This acknowledgement does not obligate the Contractor to support the SCI review.
- 1.1.3 Throughout the Contract Period and any optional periods, the Contractor must provide to Canada information relating to any data breach of the Contractor's network of which it knows, that results in either (a) any unlawful access to Canada's content stored on Contractor's equipment or facilities, or (b) any unauthorized access to such equipment or facilities, where in either case such access results in loss, disclosure or alteration of Canada's content in relation to change of ownership, to the Cloud Services under this Contract that would compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications of Canada.

### 1.2 Sub-processors

- 1.2.1 The Contractor must provide a list of Sub-processors that could be used to perform any part of the Cloud Services in providing Canada with the Cloud Services. The list must include the following information (i) the name of the Sub-processor; (ii) the identification of the scope activities that would be performed by the Sub-processor; and (iii) the country (or countries) where the Sub-processor would perform the activities required to support the Cloud Services.
- 1.2.2 The Contractor must provide a list of Sub-processors prior to Contract award, in accordance with the attached forms. The Contractor must provide Canada notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Sub-processor at least 14-days in advance of providing that Sub-processors with access to Customer Data or Personal Data.

### 1.3 Change of Control

- 1.3.1 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 calendar days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- 1.3.2 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 30 calendar days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to deliver the portion of the Cloud Services being delivered by the existing subcontractor (or the Contractor must deliver this portion of the Cloud Services itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 120 calendar days of receiving the original notice from the Contractor regarding the change of control.
- 1.3.3 In this Article, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control and the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- 1.3.4 Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## Appendix A to Annex E – NON-DISCLOSURE AGREEMENT RELATED TO SUPPLY CHAIN INTEGRITY

### PSPC Non-Disclosure Agreement

Note to Contractor: Please note that this Non-Disclosure Agreement only covers Supply Chain Integrity requirements

By presenting a Submission, the Contractor agrees to the terms of the non-disclosure agreement below (the "**Non-Disclosure Agreement**"):

1. The Contractor agrees to keep confidential any information it receives from Canada regarding Canada's assessment of the Contractor's Supply Chain Security Information (the "**Sensitive Information**") including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada's concerns.
2. Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise and whether or not that information is labeled as classified, proprietary or sensitive.
3. The Contractor agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Contractor who has a security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Supply Chain Security Authority. The Contractor agrees to immediately notify the Supply Chain Security Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.
4. All Sensitive Information will remain the property of Canada and must be returned to the Supply Chain Security Authority or destroyed, at the option of the Supply Chain Security Authority, if requested by the Supply Chain Security Authority, within 30 days following that request.
5. The Contractor agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Contractor, or immediate termination of any resulting Contract(s). The Contractor also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Contractor's security clearance and review of the Contractor's status as an eligible Contractor for other requirements.
6. This Non-Disclosure Agreement remains in force indefinitely.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**APPENDIX B to ANNEX E – Supply Chain Security Information (SCSI) Vendor Submission Forms**

See attached PDF.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

**ANNEX F – TASK AUTHORIZATION (TA) FORM**

<b>Contractor:</b>		<b>Contract Number:</b>		
<b>Commitment: #</b>		<b>Financial Coding:</b>		
<b>Task Number</b> (Amendment):		<b>Issue Date:</b>		<b>Response Require By:</b>
<b>1. Statement of Work (Work Activities, Certifications and Deliverables)</b>				
See attached for Statement of Work and Certifications required.				
<b>2. Period of Service:</b>	<b>From</b> (Date)		<b>To</b> (Date)	
<b>3. Work Location:</b>				
<b>4. Travel Requirements:</b>				
<b>5. Language Requirement:</b>				
<b>6. Other Conditions/Constraints:</b>				
<b>7. Level of Security Clearance required for the Contractor Personnel:</b>				
<b>8. Contractor's Response:</b>				
<b>Category and Name of Proposed Resource</b>	<b>PSPC Security File Number</b>	<b>Per Diem Rate</b>	<b>Estimated # of Days</b>	<b>Total Cost</b>
<b>Estimated Cost</b>				
<b>Applicable Taxes</b>				
<b>Total Labour Cost</b>				
<b>Total Travel &amp; Living Cost</b>				
<b>Firm Price or Maximum TA Price</b>				
<b>Contractor's Signature</b>				

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Name, Title and Signature of Individual Authorized to sign on behalf of the <b>Contractor</b> (type or print)  <hr/>	Signature: <hr/> Date: <hr/>
--	---------------------------------------

<b>Approval – Signing Authority</b>	
<b>Signatures (Client)</b>	<b>Signatures (PSPC)</b>
Name, Title and Signature of Individual Authorized to sign:  Technical Authority:  <hr/> Date:  <hr/>	Contracting Authority <sup>1</sup> :  <hr/> Date:  <hr/>

You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## ANNEX G – BID EVALUATION AND CAPABILITY AND USABILITY EVALUATION

### GENERAL

#### Purpose

This document outlines the bid evaluation process of the Request Processing Software Solution (RPSS).

#### Instructions

Bidders must be assessed in accordance with the following instructions and criteria as detailed within this document. The following instructions shall apply to the bidder evaluation:

A) Mandatory requirements are identified by the word "must". All mandatory requirements must be met in order to meet compliance with the requirements;

B) Bid submissions must address which Tier its bid is for, and must address all criteria identified in Annex F with complete supporting detail. Insufficient information to substantiate compliance or a nil response may result in the rejection of a response and may result in the bid submission rated as non-compliant. Bidders must provide a complete technical and functional specification proposal which must describe in detail how they meet the following mandatory criteria. The Bidders must identify where this information can be found in their proposal.

C) References to other websites are not acceptable to meet this requirement. Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to websites where additional information can be found, or technical manuals or brochures not submitted with the bid. Relevant website references may be printed and included in proposal to support technical compliance.

D) Bid submissions should provide documentation, such as screenshots with full explanation, if applicable, in order to show that every aspect of the proposed solution is compliant.

### 1. MANDATORY REQUIREMENTS

The Tier I Bids must meet all the mandatory criteria specified below M1 – M48. Tier II Bids must meet all the mandatory criteria specified below M1 – M76. Bids that fail to meet all the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#### 1.1 TIER I and TIER II Mandatory Requirements

Tier 1 and Tier II Bids must meet all Mandatories from M1-M48 below.

**The Phased Bid Compliance Process will apply to all the following Mandatory technical criteria.**

**Table 1 - Mandatory Requirements for Tier I and TIER II**

Req. No.	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
<b>Corporate Experience</b>				
M1	The Bidder must have a minimum of 3 years' experience in developing, and maintaining an RPSS, which houses over 3,000 case files and supports at least one public sector client. The Bidder must provide the following details to explain and demonstrate how the stated experience is met: <ul style="list-style-type: none"> <li>1. Number of years the RPSS has been available;</li> <li>2. Number of request processing files the RPSS houses overall;</li> <li>3. The name of public sector client(s); and</li> <li>4. The number of Users deployed at once.</li> </ul>			
<b>Turnkey Solution</b>				
M2	The Bidder must be able to demonstrate that the RPSS is a <b>turnkey solution</b> , by defining the following points;			

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req. No.	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
	<p>1. the Solution is aligned with the description provided in Annex D – Definitions and Interpretations.</p> <p>2. how the Solution can enable and supports the service delivery of ATIP requests;</p> <p>3. how the Solution is designed to facilitate an ATIP request processing process;</p> <p>4. how the Solution with limited configuration, is immediately ready to use upon implementation; and</p> <p>5. how the Solution allows the GC to avoid programming the tool in house.</p>			
<b>Intake and User Experience</b>				
M3	The RPSS must allow a User to intake and capture all request related information independent of the method of request submission (i.e. paper form or electronic delivery).			
M4	The RPSS must receive the request related information for all of the requests that are submitted through the GC <i>ATIP Online Request Service</i> with limited human intervention. Refer to Appendix A to Annex G – Detailed Functionality Overview for input information.			
<b>Request Management</b>				
M5	The RPSS must enable Users to create, store, modify, transfer and put requests on hold (and remove the hold).			
M6	The RPSS must be able to create and categorize requests with types (e.g. access to information requests, privacy requests, privacy review, copyright review, privacy impact assessments, etc.).			
M7	<p>The RPSS must provide GC institutions with the functionality to capture:</p> <ul style="list-style-type: none"> <li>a) information such as the case number;</li> <li>b) any Section of the Acts applied to the digital records or paper copies,</li> <li>c) any disposition and consultation information,</li> <li>d) any exemptions and exclusions and any page count digitally or manually processed (on paper copies)</li> <li>e) and any extension taken</li> </ul>			
M8	<p>Time extensions are to be applied in accordance with the governing legislation (<u>S.9</u> and <u>S.27</u> of the <i>ATI Act</i>, <u>S.15</u> of the <i>Privacy Act</i>). The RPSS must have the functionality to:</p> <ul style="list-style-type: none"> <li>a) select time extensions from a list to be applied as needed to each request;</li> <li>b) recalculate due dates when extensions are applied; and</li> <li>c) capture extension reasons to support the annual reporting requirements.</li> </ul>			
<b>Information Management</b>				
M9	The RPSS must capture all of the data elements that appear in the Treasury Board Secretariat of Canada (TBS) request forms (See Appendix C to Annex G – Request Forms <u>TBS/STC 350-57</u> and <u>TBS/SCT 350-63</u> ).			

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req. No.	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
M10	The RPSS must preserve and dispose of information in accordance with the GC Directive on Record Keeping (link provided for in Section 12 – Reference Documents of this Annex A), with the functionality to manage the retention and disposal of single or a series of requests with options; <ul style="list-style-type: none"> <li>1. for disposing request-related data (images, case information, account and attachments);</li> <li>2. for creating and retaining request tombstones while disposing of its information, or</li> <li>3. for retaining the digital images while disposing of its information.</li> </ul>			
M11	The RPSS must have the capability to access digital documents to be imported into the RPSS in order to process ATIP requests. These digital documents can either be stored within the RPSS or stored in another repository such as GCDocs, MS SharePoint, Ringtail, Mikan, local or network drives.			
<b>Request Tasking / Activities management</b>				
M12	The RPSS must provide GC institutions with the functionality to: <ul style="list-style-type: none"> <li>a) add, assign, modify and delete tasks/activities as needed during the processing of a request; and</li> <li>b) assign and reassign requests and its tasks/activities to internal and external contacts.</li> </ul>			
<b>Document management</b>				
M13	The RPSS must be capable of attaching / importing digital documents to the request (i.e. single file and/or in mass/bulk) and, conversely remove (i.e. single file and/or in mass/bulk) these records from the requests.			
M14	The RPSS must have the functionality to review and redact (stamp, apply exemptions, exclusions or annotate) digital documents.			
M15	The RPSS must have the functionality to: <ul style="list-style-type: none"> <li>a) bloc redact full pages;</li> <li>b) page ranges;</li> <li>c) paragraphs;</li> <li>d) lines;</li> <li>e) words or characters/digits;</li> <li>f) insert annotations, watermarks and comments;</li> </ul>			
M16	The RPSS must have the functionality to retain the original copy of a digital record as well as the copy that will be released to the requester.			
M17	The RPSS must have the functionality to respond to a request for access to government records or personal information with: <ul style="list-style-type: none"> <li>1- the option of printing these packages in paper format;</li> <li>2- the option of securely exporting these packages in reusable digital format (.pdf, other); and</li> <li>3- publish the packages to a GC portal.</li> </ul>			

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req. No.	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
<b>Contact Management</b>				
M18	The RPSS must have the functionality to manage contacts such as to: <ul style="list-style-type: none"> <li>a) create;</li> <li>b) search for;</li> <li>c) sort;</li> <li>d) modify;</li> <li>e) delete</li> <li>f) classify by types (i.e. internal, external, requester);</li> <li>g) classify by source (i.e. media, academic, public, etc.);</li> <li>h) assign roles as needed (i.e. User, administrator, Super User etc.);</li> <li>i) associate to entities or business units; and</li> <li>j) associate with requests and activities.</li> </ul>			
<b>Collaboration</b>				
M19	The RPSS must have the functionality to generate and track multiple consultation requests and packages. Consultation requests can either be created for internal (i.e. within the organization) or external parties (i.e. other government institutions, third parties, etc.). These consultation requests often require the collaboration of one or more offices (internal and/or external) and require tracking.			
<b>Search, Query and Reporting</b>				
M20	The RPSS must have the search functionality for: <ul style="list-style-type: none"> <li>a) creating, saving and modifying one-time and reusable searches (ad-hoc);</li> <li>b) exporting the search results with the capability to organize; and</li> <li>c) custom reporting (e.g. applied exemptions / exclusions, special stamps or annotations applied to digital records).</li> </ul> Note: this requirement applies to User visible/accessible data only.			
M21	The RPSS must have the functionality to perform word, document and request searches on user visible/accessible data only.			
M22	The RPSS must have the functionality to generate standard searches and reports that use filters, (see list in Appendix B to Annex G – Standard Reports) and be exported in a format that can handle data manipulation (e.g. xls). Note: this requirement applies to user visible/accessible data only.			
<b>Auditing</b>				
M23	The RPSS must have the functionality to generate and export event and session logs (audit logs).			
M24	The RPSS must have the functionality to track system activities (such as access, date/time, detail description, etc.) for audit purposes.			
M25	The RPSS must generate logs that can be archived in their original and unaltered format in order to prevent log data alteration.			

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req. No.	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
<b>Litigation Management</b>				
M26	The RPSS must have the functionality to manage and track Complaints following the processing of requests. (see <u>S.30</u> of the <i>Access to Information Act</i> and <u>S.29</u> of the <i>Privacy Act</i> ). This includes associating a complaint to multiple ATIP requests, or one request with multiple complaints.			
M27	The RPSS must have the functionality to manage and track corrections in accordance to <u>S.12</u> of the Government of Canada <i>Privacy Act</i> .			
M28	The RPSS must have the functionality to manage and track investigation activities (see <u>S.32</u> of the <i>Access to Information Act</i> and <u>S.31</u> of the <i>Privacy Act</i> ) by oversight bodies (OIC and OPC) that result from a formal complaint submitted about the request.			
M29	The RPSS must have the functionality to track activities in response to Federal Court Review actions (see <u>S.41</u> of the <i>Access to Information Act</i> and of the <i>Privacy Act</i> ).			
<b>Time Management</b>				
M30	The RPSS must have the functionality to manage time such as: 1. selection of the applicable calendar (ex. GC working days or standard calendar days); 2. the number of days allowed for the completion of request and actions; and 3. auto-calculation of request due dates to occur earlier/later/unchanged when the final due date falls on a non-working day.			
M31	The RPSS must have the functionality to complete and respond to each request in the timeline that has been configured by auto-calculating due dates for each request and action/activity, including the re-calculation of due dates when Extensions are applied (M8)			
M32	The RPSS must have the functionality to complete and respond to each request in the timeline that has been configured by re-calculating the requests due date when reactivating request activities that were put on hold.			
<b>Application Security</b>				
M33	The RPSS must have the functionality to: a) produce secure, redacted electronic files ready for release that cannot be un-redacted; and b) ensure that sensitive information that cannot be disclosed is secured at rest (within the application).			
<b>Integration</b>				
M34	The RPSS must support a wide range of Application Programming Interfaces (APIs) for integration with GC tools and applications including the GC ATIP Online Request Service (AORS).			
M35	The RPSS must comply with the Mandatory Procedures for Enterprise Architecture Assessment, found in Appendix C of the Directive on the Management of IT ( <a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15249">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15249</a> )			
M36	The RPSS must have the functionality to print to any local or networked printer (including label and multi-function).			

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req. No.	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
<b>System</b>				
M37	The RPSS must have the functionality to process requests for access to government records and personal information and deploy on single or multi-domain network environments, hosted within a GC data center.			
M38	The RPSS must have the functionality to process requests for access to government records and personal information to operate on standard server components and specifications as detailed in Section 6 – Current State of Annex A – Statement of Work.			
M39	The RPSS must have the functionality to process requests for access to government records and personal information to operate on standard desktop, laptop and tablet components and specifications as detailed in Section 6 – Current State of Annex A – Statement of Work.			
<b>Language</b>				
M40	The RPSS must be able to support the processing of requests for access to government records and personal information by providing the User with the option of using the software in either of Canada's official languages (English and French) while accurately retrieving documents written using both languages.			
M41	The RPSS must provide GC institutions with the functionality to hold, manage and recognize information content in English and in French, using standard character sets.			
<b>Performance</b>				
M42	The RPSS must have the functionality to process each request without incurring reduced responsiveness related to the application, system interruptions or failures.			
<b>Security</b>				
M43	The RPSS must support controlled access (2 form user authentication).			
M44	The RPSS must have the functionality to create, modify and deactivate user accounts. These accounts are to be created and assigned access rights and privileges by select Users with applicable rights.			
M45	The RPSS must have the functionality to secure information at the software level (eg. two factor authentication user access, encryption).			
M46	The RPSS must have the functionality to manage access to system information; <ul style="list-style-type: none"> <li>I. who can access what;</li> <li>II. who can see what; and</li> <li>III. who can create, modify or delete what within the system.</li> </ul> E.g., If granted access to a consultation package the software does not give access to the entirety of the request documents whereas Users can only see files or pages that they have been given permission to access.			
<b>Architecture Requirements</b>				
M47	The architecture of the RPSS must be aligned with the Government of Canada Strategic Plan for Information Management and Information Technology 2017 to 2021 ( <a href="https://www.canada.ca/en/treasury-board-">https://www.canada.ca/en/treasury-board-</a>			

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req. No.	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
	secretariat/services/information-technology/strategic-plan-2017-2021.html).			
M48	<p>The RPSS must align with Treasury Board Secretariat standards, international standards, national technical regulations or recognized national standards, including, but not limited to a minimum of 6 of 12 of the following standards:</p> <ol style="list-style-type: none"> <li>1. Simple Object Access Protocol (SOAP), version 1.2 as a minimum;</li> <li>2. Web Services for Remote Portlets (WSRP), version 2.0 as a minimum;</li> <li>3. Universal Description, Discovery and Integration (UDDI), version 3.0 as a minimum;</li> <li>4. HyperText Transfer Protocol (HTTP), version 2.0 as a minimum;</li> <li>5. Web Services Description Language (WSDL), version 2.0 as a minimum;</li> <li>6. HyperText Markup Language (HTML), version 5.2 as a minimum;</li> <li>7. Wireless Markup Language (WML), version 1.3 as a minimum;</li> <li>8. Extensible Markup Language (XML), version 1.0 as a minimum;</li> <li>9. Lightweight Directory Access Protocol (LDAP), version 3 as a minimum;</li> <li>10. OWASP Top 10 Most Critical Web Application Security Risks 2017;</li> <li>11. Representational State Transfer (REST);</li> <li>12. JavaScript Object Notation (JSON).</li> </ol>			

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## 1.2 Additional TIER II Mandatory Requirements

In order to qualify for Tier II, Bidders must meet all Mandatories M1 – M76.

**The Phased Bid Compliance Process will apply to all the following Mandatory technical criteria.**

**Table 2 – Mandatory Requirements for Tier II**

Req No	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
<b>Intake and User Experience</b>				
M49	The RPSS must have the functionality to intake and capture all request related information with the flexibility to add, edit or remove request related fields as needed.			
<b>Request Management</b>				
M50	The RPSS must have the functionality to modify multiple requests and activities in a single action (such as reassign 10 requests at once to an analyst, change request type, change request status, dates, or add/remove activities etc.).			
M51	The RPSS must have the functionality to auto-generate new requests using information from an existing request.			
M52	The RPSS must have the functionality to configure pre-set sequence of actions to be launched when initiating requests of different types.			
<b>Information Management</b>				
M53	The RPSS must provide the capability for GC institutions to associate (cross-reference) requests with one-another.			
<b>Document Management</b>				
M54	The RPSS must have the functionality to display multiple images side by side on one screen, so Users are able to compare documents or review two documents at the same time.			
M55	The RPSS must have the functionality to process request documents by digitally inserting, moving or deleting them from a task/activity.			
M56	The RPSS must have the functionality for version control. Functionality that identifies and tracks: <ul style="list-style-type: none"> <li>a) the document revisions with the date and time that the document was modified; and</li> <li>b) the individual contact that made the last modification.</li> </ul>			
M57	The RPSS must provide GC institutions with the option to apply or not the severing recommendations (changes) provided by the consulted party.			
M58	The RPSS must have the functionality to select colors (in addition to black, grey and white) from a selection of colors when redacting / watermarking.			
M59	The RPSS must have the functionality to produce a schedule (see Appendix B to Annex G – Standard Reports) for consultation with the Privy Council Office (PCO Schedule) regarding the application of <u>S.69</u> of the <i>Access to Information Act</i> (see Chapter 13 of the <i>Access to information Manual</i> ) and the application of <u>S.70</u> of the <i>Privacy Act</i> )			

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req No	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
<b>Contact Management</b>				
M60	The RPSS must have the functionality to hide contacts from Users based on access rights.			
<b>Collaboration</b>				
M61	The RPSS must have the functionality to securely collaborate between organizations and between internal branches on the revision and redacting of consultation packages.			
<b>Search, Query and Reporting</b>				
M62	The RPSS must have the search functionality to query the full set of data (including contacts, comments, system default and institution specific) stored within the application server(s).			
M63	The RPSS must have Optical Character Recognition (OCR) functionality for quick and reliable searches within the digital records to locate and highlight words or a combination of characters.			
M64	The RPSS must have the functionality to generate monthly reports which can be customized, saved for re-use, exported, printed or published to a GC Web portal (currently Open.Canada.ca).			
M65	The RPSS must have the functionality to identify requests and actions that are close to, at or passed due dates.			
M66	The RPSS must have the functionality to search for key words across multiple requests and/or documents.			
M67	The RPSS must have the functionality to use filters, such as but not limited to; <ul style="list-style-type: none"> <li>a) predefined and custom date ranges;</li> <li>b) request types for querying the RPSS; and</li> <li>c) retrieving all of the requests that are ready for disposal.</li> </ul>			
M68	The RPSS must have the functionality to run searches where the results will be hyperlinked to their source location for quick access.			
<b>Correspondence Management</b>				
M69	The RPSS must have the functionality to flag the requester's preferred language (English or French) of communication in order to automatically generate correspondence in their language of choice, as well as the requester's preferred method for corresponding that will generate correspondences using this selected method.			
M70	The RPSS must have the functionality to create software-generated correspondences as well as GC institution specific template documents (in .doc, .docx and .msg formats) that can autofill using data provided by the RPSS.			
M71	The RPSS must have a library of merge codes (bookmarks) equally available for both email and document templates and the ability to add new User defined merge codes to extend this library.			

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req No	Mandatory Requirements	Compliant		Bidder Response
		Yes	No	
<b>Fees Management</b>				
M72	The RPSS must have the functionality to: <ul style="list-style-type: none"> <li>a) process fees, refunds or waivers applied to a request;</li> <li>b) auto-calculating amounts with fee balances;</li> <li>c) generate invoices and appended these to the request;</li> <li>d) report on financial transactions applied to requests; and</li> <li>e) support the configuration of fixed fees per unit for the types of services that institutions may offer.</li> </ul>			
<b>Application Security</b>				
M73	The RPSS must have the functionality to share digital content with consultees (internal and external) while limiting access to these documents to selected consultees.			
M74	The RPSS must have the functionality to create User Security Groups which can be configured to grant or limit access rights for all of the RPSS functionality. These security groups are to be created and assigned by the Super User or by Users that have been granted system administrative rights.			
<b>Functional Integration</b>				
M75	The RPSS must have the functionality to integrate with GC tools such as Open Text Content Server, MS SharePoint, Ringtail, Mikan, local or network drives or tools in order to retrieve documents.			
M76	Employees must be able to operate seamlessly with the RPSS using portable devices, such as tablets or notebooks where all features are fully functional and displayable in larger resolution environments. This includes landscape and portrait monitors.			

## 2. POINT RATED EVALUATION CRITERIA

Bids will be evaluated and scored as specified in the tables inserted below. Each point rated technical criterion should be addressed separately.

Bids which fail to obtain the overall minimum required score specified below will be declared non-responsive, and will be given no further consideration in the evaluation process.

Point Rated Criteria for Tier I will be evaluated by the total score of criteria listed in Table 3 (R1 to R28).

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## 2.1 TIER I and TIER II Point Rated Requirements

Table 3 – Point Rated Requirements for Tier I and Tier II

Req. No.	Point Rated Requirements	Points	Bidder Response
<b>Implementation Plan</b>			
R1	<p>The Bidder should propose an <b>Implementation Plan</b> with clear descriptions on the following components of the Plan:</p> <ul style="list-style-type: none"> <li>- Project Scope (5pts)</li> <li>- Approach to Implementation (5pts)</li> <li>- Risk Management (5pts)</li> </ul>	Max points: 15	
R2	<p>The Bidder proposed <b>Implementation Plan</b> should demonstrate an understanding of the work to be accomplished for the following areas:</p> <ul style="list-style-type: none"> <li>i. Client Needs Assessment (10 pts)</li> <li>ii. Migration (10 pts)</li> <li>iii. AORS Integration (10 pts)</li> <li>iv. RPSS Deployment Plan (10 pts)</li> <li>v. Training Plan (10 pts)</li> </ul> <p>For each of the above areas of work, the rating scale (defined in Annex D – Definitions and Interpretations) will be as follows:</p> <p>Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max points: 50	
<b>Evolution of Software</b>			
R3	<p>The Bidder should describe:</p> <ol style="list-style-type: none"> <li>1. how the RPSS was conceived to support the delivery of ATIP services and the processing of processing of requests;</li> <li>2. how the RPSS has evolved, with the accomplishments of each release; and</li> <li>3. future plans to continue modernizing the solution.</li> </ol> <p>For each of the above, the rating scale (defined in Annex D – Definitions and Interpretations) will be as follows:</p> <p>Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 30	
<b>Request Management</b>			
R4	<p>The RPSS should be able to be configured to meet an organization's unique requirements. Configuration options should include (but not limited to) the functionality to:</p> <ul style="list-style-type: none"> <li>a) change drop-down lists; (4pts)</li> <li>b) field labels; (2pts)</li> </ul>	Max Points: 10	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req. No.	Point Rated Requirements	Points	Bidder Response
	<p>c) business revise workflows; (2pts) d) design of template letters /forms. (2pts)</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>		
R5	<p>The RPSS should have the functionality to assign sequential request numbers based on a configurable file numbering scheme with alpha-numeral values that can support 15 digit numbers (e.g. examples; A-2019-0000001, AI-2019-0000001)</p> <p>The rating (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R6	<p>The RPSS should have screen interfaces and navigation that allows Users to easily navigate through the software pages and data fields with good aesthetic conditions, without incurring screen or field navigation errors.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 5 7 pts Unsatisfactory = 0</p>	Max Points: 10	
<b>Request Tasking / Activities Management</b>			
R7	<p>The RPSS should allow the Users to visualize at glance the status for each of their requests and activities in live time.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R8	<p>The RPSS should allow Users to visualize benchmarked information such as workload, timelines or late in live time.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
<b>Document Management</b>			
R9	<p>The RPSS should have the functionality to add notes, also referenced as sticky notes (150 characters) that automatically populates the name of the individual adding the note, as well as the date and time the note was placed.</p>	Max Points: 5	

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req. No.	Point Rated Requirements	Points	Bidder Response
	The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0		
R10	The RPSS should have the functionality to pre-set maximum file sizes for the release documents prior to printing, exporting or publishing. Should the digital document exceed the size limit Users will be prompted to split the document in smaller size parts.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 10 pts Fail = 0	Max Points: 10	
R11	The RPSS should have the functionality to automatically generate more packages with smaller size should the digital document exceed the size limit.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	
R12	The RPSS should be capable of organizing (assembled in stacks or parts, disassemble and reassemble, delete, modify, paginate, un-paginate and repaginate) these imported records.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
R13	The RPSS should have the functionality to free-hand or polygon redacting.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	
R14	The RPSS should have the functionality to respond to a request for access to government records or personal information with the option of securely publishing these packages to be accessed by the requester through a secure online portal (the GC ATIP Online Request Service).  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req. No.	Point Rated Requirements	Points	Bidder Response
<b>Contact Management</b>			
R15	<p>The RPSS should have the functionality to retain or dispose of contact information when disposing of requests.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
<b>Digital Imaging</b>			
R16	<p>The RPSS should have the functionality to scan documents into the redacting component using any imaging technology.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 10 pts Fail = 0</p>	Max Points: 10	
R17	<p>The RPSS should have the functionality to process paper records and convert them into digital documents ready for redaction with configurable imaging enhancement options that will allow a User to manipulate images for clarity (such as color, grayscale, bitonal, black and white, pixel selection, etc.).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R18	<p>The RPSS should have the functionality to process paper records and convert them into digital documents ready for redaction with image corrections (line straightening, rotation, cropping etc.) in order to generate clear, properly presented and legible documents.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R19	<p>The RPSS should have the functionality for batch scanning; indexing and single page scanning.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
<b>Search, Query and Reporting</b>			
R20	<p>The RPSS should have the functionality to identify and mark sensitive information in the request text so that this information is excluded from reports (e.g. use of { } brackets around sensitive information to be removed).</p>	Max Points: 5	

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req. No.	Point Rated Requirements	Points	Bidder Response
	The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0		
R21	The RPSS should have the functionality to generate reports (e.g. Annual reports to Parliament, Monthly Summaries of Closed ATI requests) based on configurable standard templates (see samples in Appendix B to Annex G – Standard Reports).  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Satisfactory = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
R22	The RPSS should have the functionality to identify duplicate requests and documents. Document duplication should be identified by identical content between different file formats such as content within a .pdf document being identical to content within a .doc. document.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
<b>Auditing</b>			
R23	The RPSS should generate logs that can be archived in their original and unaltered format (in order to prevent log data alteration).  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	
<b>Correspondence Management</b>			
R24	The RPSS should have the functionality to append (attach) and remove correspondences to the request and its related activities (actions).  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 20 pts Satisfactory = 14 pts Unsatisfactory = 0	Max Points: 10	
R25	The RPSS should have the functionality to automatically attach software generated correspondence letters to a request or a request activity without the need to manually import these back into the software once generated.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts	Max Points: 20	

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req. No.	Point Rated Requirements	Points	Bidder Response
	Satisfactory = 7 pts Unsatisfactory = 0		
R26	The RPSS should have the functionality to generate a written explanation for responses to requests that take longer than a specified period of time to complete, with the ability to enter the number of days extended pursuant to each paragraph of <u>S.9</u> of the <i>Access to Information Act</i> and sub-paragraph <u>S.15</u> of the <i>Privacy Act</i> (Search, Third Party Notification, Consultation and Translation) and a detailed explanation.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
<b>Application Security</b>			
R27	The RPSS should have the functionality to secure information at the request and document levels.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
<b>Performance</b>			
R28	The RPSS should have the functionality to enter their comments for each requester, for each request, and for each action, to capture in these text fields as little or up to 2000 characters of information for institutions be able to efficiently retrieve this information with minimal loss of performance.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
		Total /300 Points	

<b>Overall Tier I Rated Criteria Score</b>		
	Max Score	Score
Tier I	300	
Total		/300
Passing Mark (60%)		/300
Responsive	Yes_____ No_____	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## 2.2 ADDITIONAL TIER II Point Rated Criteria

Point Rated Criteria for Tier II will be evaluated by the total score of criteria listed in Table 3 (R1 to R28) added to the total score of Table 4 below (R29 to R90).

**Table 4 – Point Rated Requirements for Tier II**

Req No	Point Rated Requirements	Points	Score
<b>Intake and User Experience</b>			
R29	<p>The RPSS should open the online User and Administrator Guides within the RPSS and open in a different window or tab.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R30	<p>The RPSS should upon closing a screen or window take the User back to the RPSS at the screen and field positions where the User was last.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R31	<p>The RPSS should provide online User and Administrator Guides to GC institutions.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R32	<p>The RPSS should have a context-sensitive “Help” functionality where the featured topics are tailored as part of the implementation to create an online help repository that more accurately reflects the ‘as-built’ solution.</p> <p>The “Help” feature should be associated with any data field displayed, such that for example the User may use a mouse-over, or other similar easy-to-access technique to display the help.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req No	Point Rated Requirements	Points	Score
<b>Request Management</b>			
R33	<p>The RPSS should have the functionality to assign requests and activities at once (single action).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R34	<p>The RPSS should have the functionality to close requests and activities at once (single action).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R35	<p>The RPSS should have the functionality for a template builder for departments that process standardized forms where there is a specific section on a page that is always redacted.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R36	<p>The RPSS should have the functionality to utilize a configurable system template pre-populated by the GC to redact the section for all similarly marked pages eliminating the need to manually redact each page (automatically apply redactions based on a template in established reports, e.g. remove the name and address of someone applying for a government program).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
<b>Information Management</b>			
R37	<p>The RPSS should have the functionality to manage information by sorting what is required and what is optional when capturing information within the RPSS.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req No	Point Rated Requirements	Points	Score
R38	<p>The RPSS should have the functionality to configure lists of selections tailored for a groups of Users or Business Units (BU). This enables the Users or BU's to select the appropriate options without being presented with the complete list of items that may not be needed for their processing responsibilities.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
<b>Request Tasking / Activities Management</b>			
R39	<p>The RPSS should have the functionality for institutions to manage their institution specific activities within the RPSS by creating, modifying and deleting groups of activities (action groups) and activity items.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
<b>Document Management</b>			
R40	<p>The RPSS should have the functionality to securely review, redact and release (export) this information to the requester in full or in part in their native format while removing any hidden information within the documents. The native format for the information sought can be audio (.wav, .mp3, .mpeg, etc.) video (.avi, .mov, .mp4, etc.), paper, or any other electronic file format (i.e. .msg, .pdf, .doc, .xls, etc.)</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R41	<p>The RPSS should include functionality for the Client to modify the schedule (M59) when data or formatting changes are required</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R42	<p>The RPSS should have the functionality to import nested email attachments into the software as separate searchable records.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R43	<p>The RPSS should have the functionality to import an institution's departmental header in order to be applied when generating correspondence letters.</p>	Max Points: 5	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req No	Point Rated Requirements	Points	Score
	The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0		
R44	The RPSS should have the functionality for “drag and drop” of documents <u>into requests</u> . The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	
R45	The RPSS should have the functionality for “drag and drop” of documents <u>into the request tasks/actions</u> . The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	
R46	The RPSS should have the functionality to create, modify, and delete form templates (such as Cabinet Confidence exclusions, OIC Response Complaints, TBS Annual statistical Reports) which can pre-populate data fields. The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
<b>Contact Management</b>			
R47	The RPSS should have the functionality to prevent duplicating contact information within the RPSS. The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	
R48	The RPSS should have the functionality to delete multiple contacts (Batch processing) at once (e.g. contacts not associated with any requests or actions due to file disposition). The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req No	Point Rated Requirements	Points	Score
<b>Collaboration</b>			
R49	<p>The RPSS should have the functionality for:</p> <ol style="list-style-type: none"> <li>1. reviewing (edit / highlight / redact / comment) digital documents through a shared collaboration portal / module / component; and</li> <li>2. simultaneous reviewing by more than one reviewing officer <u>without the need for exporting and importing the documents back into the Software.</u></li> </ol> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
<b>Search, Query and Reporting</b>			
R50	<p>The RPSS should have the functionality to use Boolean comparisons in the search function i.e. not, and, with, without, etc.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R51	<p>The RPSS should have the functionality to locate request related information, execute request processing activities and dictate text with the User's voice alone, without needing a keyboard usage.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R52	<p>The RPSS should have the functionality to add, edit or delete searchable flags, as well as to search for requests based on these flags for quick retrieval of these flagged requests.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations ) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R53	<p>Applying artificial intelligence technology, the RPSS should have the functionality for a <i>search and sever</i> feature.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 20 pts Satisfactory = 14 pts Unsatisfactory = 0</p>	Max Points: 20	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req No	Point Rated Requirements	Points	Score
<b>Auditing</b>			
R54	<p>The RPSS must have the functionality to configure what information is to be captured in logs and; export these logs to the User-selected format (i.e., .txt, .xlsx, .pdf).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R55	<p>The RPSS should have the functionality to forward events and logs to a GC-managed centralized audit log system using standardized reporting interfaces, protocols, and data formats (e.g. Common Event Format (CEF), syslog, or other common log formats) and APIs that support log data remote retrieval (e.g. via a database interface using SQL, etc.).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
<b>Correspondence Management</b>			
R56	<p>The RPSS should have the functionality to generate template messages <u>using any data elements</u> within the RPSS.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 14 pts Unsatisfactory = 0</p>	Max Points: 10	
R57	<p>The RPSS should have the functionality to generate client contact labels that can print to any Windows driven label printer connected to client workstations.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
<b>Alerts</b>			
R58	<p>For quality assurance, the RPSS should include built-in system validation with functionality to configure business rules to trigger alerts/notifications when these rules are not followed (see Appendix A to Annex F – Detailed Functionality Overview, Section 2).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 20 pts Satisfactory = 14 pts Unsatisfactory = 0</p>	Max Points: 20	

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req No	Point Rated Requirements	Points	Score
R59	<p>The RPSS must have the functionality to configure business rules that auto-generate email request acknowledgments, reminders, and notices relevant to request workflows. See business rules identified in Appendix A to Annex G – Detailed Functionality Overview, Section 2).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R60	<p>The RPSS should have the functionality to configure business rules (such as request priorities, deadlines, near expiration or expiration of action due dates, etc.) that must auto-generate email alerts / reminders / notices relevant to request workflows.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R61	<p>The RPSS should have the functionality to configure secondary contacts that must also receive the alerts sent to the main contact that was assigned to the request or action.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R62	<p>The RPSS should have the functionality for a scheduled retention and disposal process that can provide notifications to a system Super User when each request meets the institution specific rules for disposition.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
<b>Workflow Management</b>			
R63	<p>The RPSS should have the functionality to configure business rules to support workflow automation specific to each types of request.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req No	Point Rated Requirements	Points	Score
R64	<p>The RPSS should have the flexibility to configure page sequencing with data field access to support workflow customization.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
<b>Litigation Management</b>			
R65	<p>The RPSS should have the functionality to create new Complaints based on information received in Extensible Markup Language (.XML).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R66	<p>The RPSS should have the functionality to create new Personal Information Correction requests based on information received in Extensible Markup Language (.XML).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
<b>Application Security</b>			
R67	<p>The RPSS should have the functionality to lock the requests with a closed status from being reopened and modified by non-authorized Users and allowing only those with proper access to complete such action (as it relates to M65).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0</p>	Max Points: 5	
R68	<p>The RPSS should enable Super Users with the ability to manage software configurations as detailed in General Administration functionality detailed in Appendix A to Annex G - Detailed Functionality Overview.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 20 pts Satisfactory = 14 pts Unsatisfactory = 0</p>	Max Points: 20	
<b>Digital Imaging</b>			
R69	<p>The RPSS should provide GC institutions with the functionality to select imaging enhancement options such as but not limited to dot-per-inch (dpi) resolution, color resolution, image cropping or image noise resolution.</p>	Max Points: 10	

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req No	Point Rated Requirements	Points	Score
	The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 10 pts Fail = 0		
R70	The RPSS should have the functionality to display multiple images on one screen (e.g. 2X2, 4X4, 8X8) and to be able to enhance, move, delete and replace these images.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	
R71	The RPSS should have the functionality to automatically transpose request related information from paper copies into the RPSS (scan and transfer).  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	
R72	The RPSS should have the functionality for information that appears on the GC issued forms (M9) be digitally processed using OCR technology such that it gets transferred into the RPSS in their value matching fields.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
<b>Integration</b>			
R73	The RPSS should have the functionality to identify request details with quick reference features (ex. late requests, missing payments; active complaint, etc.).  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
R74	The RPSS should have the functionality to automatically replicate to the GC archival Collections Management System (CMS) any changes pertaining to the accessibility status (open, partially open, restricted) that are applied within the RPSS. (see Records Group in Appendix A to Annex G – Detailed Functionality Overview)  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req No	Point Rated Requirements	Points	Score
R75	<p>The RPSS should support the option for an automated transfer of the release packages into the GC CMS.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R76	<p>The RPSS should have the functionality to query other GC records/collections management tools to retrieve (order) the request related records.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R77	<p>The RPSS should have the ability to migrate information from the various ATIP software currently being used by GC institutions to the RPSS. Data migration from legacy ATIP systems must include both database content and File System based content.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R78	<p>The RPSS should have the assurance that if a new RPSS is purchased, no existing data or information from past file repositories is lost in the transition and that this information can be accessed and reused in the new RPSS.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R79	<p>The RPSS should ensure that the accompanying metadata for each record (see Records Group in Appendix A to Annex G – Detailed Functionality Overview) stored within the CMS will also be imported into the RPSS.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0</p>	Max Points: 10	
R80	<p>The RPSS should have the functionality to securely transfer data and synchronize information (request tracking data, contact data, response content, redaction processing statistics, etc.) between different security level environments (e.g., from Secret to Protected).</p>	Max Points: 10	

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req No	Point Rated Requirements	Points	Score
	The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0		
<b>Metrics and Data Analysis</b>			
R81	The RPSS should have the functionality for an integrated business analytics tool to enable Users to develop dashboards that provide the status and performance metrics that are critical for request processing timeliness and efficiency.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
R82	The RPSS should have the functionality to identify and monitor usage trends (e.g. top 5 consulted institutions, top 5 exemptions invoked, etc.) to aid in trend analysis.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
<b>Pattern Recognition and Machine Learning</b>			
R83	Applying artificial intelligence technology, the RPSS should have the functionality to automatically identify sensitive Personally Identifiable Information (PII) such as SIN, addresses, and flag for potential redaction.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 10 pts Satisfactory = 7 pts Unsatisfactory = 0	Max Points: 10	
R84	The RPSS should have the functionality to prevent GC institutions from disposing of requests with specific tags (such as but not limited to active complaints, active court cases, legislated holds or cross-referenced requests if the last administrative action is less than 731 days). These requests will be automatically flagged for retention until these tags are removed.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 20 pts Fail = 0	Max Points: 20	
R85	The RPSS should have scan and transfer functionality to support the scanning of GC forms (such as InfoSource TBS/STC 350-57) and digitally transfer the information that	Max Points: 10	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Req No	Point Rated Requirements	Points	Score
	<p>appears on the forms into the software without manual transcription.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows:  Outstanding = 10 pts  Satisfactory = 7 pts  Unsatisfactory = 0</p>		
R86	<p>The RPSS should include business rules when closing a request that will auto-populate the disposition type (see of Appendix A to Annex G – Detailed Functionality Overview, Section 2) in cases when:</p> <ol style="list-style-type: none"> <li>1. part of a document or a page has no exemptions or exclusions (all disclosed);</li> <li>2. when a document or a page includes some redacting (disclosed in part);</li> <li>3. when a document or a page is completely withheld (all exempted);</li> <li>4. when information on a page is severed in part or in full, the RPSS should automatically identify the applicable types of disposition. See examples in Section 5.</li> </ol> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows:  Outstanding = 10 pts  Satisfactory = 7 pts  Unsatisfactory = 0</p>	Max Points: 10	
R87	<p>Using artificial intelligence technology, the RPSS should have the functionality for Users to enter one or a list of key words and/or characters associated with predefined exemptions which should auto search, sever and apply the associated exemptions (with Stamp).</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows:  Outstanding = 10 pts  Satisfactory = 7 pts  Unsatisfactory = 0</p>	Max Points: 10	
R88	<p>The RPSS should have the functionality to search and sever with the ability for single/multi-character wildcards and flexibility to pick annotation (sever or highlight type) and apply per match or to all matches.</p> <p>The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows:  Outstanding = 10 pts  Satisfactory = 7 pts  Unsatisfactory = 0</p>	Max Points: 10	

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Req No	Point Rated Requirements	Points	Score
R89	Using artificial intelligent technology, the RPSS should have the functionality to suggest within digital documents content that should be severed.  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Outstanding = 20 pts Satisfactory = 14 pts Unsatisfactory = 0	Max Points: 20	
<b>Security</b>			
R90	The RPSS should have the functionality to configure the access rights for activity logs (audit logs).  The rating scale (defined in Annex D – Definitions and Interpretations) will be as follows: Pass = 5 pts Fail = 0	Max Points: 5	
TOTAL SCORE		Total / 550 Points	
<b>Overall Tier II Rated Criteria Score</b>			
		Max Score	Score
Tier I		300	
Tier II		550	
Total		/850	
Passing Mark (60%)		595/850	
Responsive		Yes_____ No_____	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Cliant Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

### 3. CAPABILITY AND USABILITY EVALUATION

#### Purpose

This document outlines the second stage of the evaluation, for Capability and Usability Evaluation.

#### Instructions

The three (3) top-ranked responsive Bidders in each tier (identified after the financial evaluation) will move on to the CUE and will be invited to demonstrate the functionality of their proposed Solution against the scenarios listed below in this Part 3 of Annex G – Bid Evaluation Criteria and Capability and Usability Evaluation and in accordance with Part 4 – sub-article 4.5 of the RFP.

- Following the completion of Stage 1: Technical and Financial evaluations, the three (3) top-ranked responsive Bidders in each tier (identified after the financial evaluation) will move on to the CUE to demonstrate the functionality of their proposed Solution, against the scenarios listed in Part 3 of Annex G – Bid Evaluation Criteria and Capability and Usability Evaluation below.
- The CUE must be conducted, at the request and at no cost to Canada, at a location in the National Capital Region (NCR) agreed to by the Contracting Authority. The Contracting Authority will contact each of the three (3) top-ranked Bidders separately to schedule the date and time of the CUE and to provide additional instructions, such as to provide for the location of the CUE, security protocols, and further instructions regarding the conduct of the CUE.
- Bidders will have a block of a maximum of 4 hours for the CUE demonstration during which Bidders must demonstrate the CUE scenarios as detailed herein. Bidders must demonstrate the scenarios #1-#5 for Tier 1 bid submissions. Bidders must demonstrate the scenarios #1-7 for Tier II bid submissions. The evaluators will not be asking or answering any questions during the CUE. Bidders are to strictly demonstrate the scenarios. No additional marketing materials or the like should be discussed or distributed. Canada will not be able to advise on progression of these evaluations or provide any indication to next steps or timeframes.
- Bidders will have access to the location 30 minutes prior to the start of the session in order to set up. A reminder that a large screen with conference room projector will be made available. Bidders will be required to deliver its demonstration using its own portable devices. It is also recommended that the presenter(s) deliver their demonstration from their local drive as the network connectivity may at times be unreliable. Considering the conference room seating capacity we ask that no more than 3 Bidder participants attend the CUE demonstration. We also ask that you confirm the names of your representatives that will attend 24 hours prior to the session such that they can be pre-registered at the security desk.
- Canada will pay its own travel and salary costs associated with any CUE. Canada will provide no fewer than 5 working days of notice before the scheduled date for the CUE. Once the CUE has begun, it must be completed within 4 hours. The CUE must be conducted during normal business hours, to be determined by the Contracting Authority. Despite the written bid, if Canada determines during a CUE that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada will evaluate and assign points to the bidder's CUE of the functionality of their proposed Solution against the scenarios listed in the CUE. Each bid will be rated by assigning a score to the capability and usability Evaluation criteria, which are identified in the bid solicitation by the word "CUE" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- The bids in each Tier will be ranked from the top based on the proposal which has met all mandatory criteria, has met or exceeded the required minimum pass marks of the rated requirements and offers the Highest Responsive Combined Rating of Technical Merit, Price and CUE in accordance with Part 4 – 4.6 – Ranking of the Bids of the RFP. Up to two Top-ranked responsive bids per Tier, will be recommended for Contract award.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Cliant Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**SELECTION OF CONTRACTOR'S SOLUTION**

The CUE Solution demonstration will be evaluated by Canada against the criteria detailed below.

**Part One:** Capability Evaluation Scenarios: Measures the functional technical ability of the Solution to perform and meet the specified requirements under Annex A – Statement of Work. Evaluation of the RPSS demonstrations for Tier I Solutions will be performed on scenarios **1 to 5** and on scenarios **1 to 7** for Tier II Solutions.

**Part Two:** Official Languages Act Evaluation: Evaluates the RPSS demonstrated Solution against Official Languages Act obligations.

**Part Three:** Software Usability Scale Evaluation: Measures user ease-of-use within the Solution, including overall user experience and satisfaction with the Solution.

**Part Four:** Accessibility Usability Scale Evaluation: Measures the Solution user ease-of-use through the utilization of individual assistive technologies for accessibility and accommodation needs, including assessing overall user experience and satisfaction with the Solution.

The maximum amount of points that can be assessed is listed in the table below:

CUE Evaluation Category	Maximum Pre-Weighted Score	CUE Weighting Value
<b>Part One:</b> Capability Scenarios	920	40%
<b>Part Two:</b> Official Languages Act	85	20%
<b>Part Three:</b> System Usability Scale	100	30%
<b>Part Four:</b> Accessibility Usability Scale	100	10%
<b>Overall Maximum CUE Score:</b>		100%

The 2 top-ranked RPSS Solutions per tier will be determined based on the highest responsive combined rating of technical merit, price and CUE, as per the following table:

Assessment	Weighting
Technical Evaluation Score	10%
Financial Evaluation Score	30%
Capability and Usability Assessment Score	60%

In the event of a tie, the CUE Score will be used to rank the Bidders from highest to lowest score. If there are further ties, the lowest Financial Score will be used to rank the Bidders.

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

**PART ONE: CAPABILITY SCENARIOS EVALUATIONS**

**LEGEND**

**Did Not Demonstrate = 0 Points** – Solution does not demonstrate capability and functionality requirements.

**Partially Demonstrated = 3 Points** – Solution has minimal capability and has demonstrated more than two deficiencies in meeting the requirements.

**Mostly Demonstrated = 4 Points** – Solution has high degree of capability and has demonstrated no more than one deficiency in meeting the requirements.

**Fully Demonstrated = 10 Points** – Solution fully meets all requirements. Solution has not demonstrated any deficiencies in meeting the requirements.

**TIER I and TIER II SCENARIOS**

**Scenario #1 – Creating an ATIP Request**

**Context:** A requester has submitted a request for government records to the department of Global Affairs Canada (GAC). The request was submitted by letter sent by Canada Post postal service. You are a junior ATIP Officer, using the proposed RPSS you must create an Access to Information (ATI) request.

**Note:** requester and request information will be provided by the GC for the vendor to process.

**The Solution should enable a junior ATIP Officer to:**

- 1- Login to the RPSS
- 2- Register all requester and request related information
- 3- Attach the request letter
- 4- Assign the request to a Senior ATIP Analyst

- 5- Create a request acknowledgment task/action
- 6- Assign the task/action to yourself
- 7- Put the request on hold

**Scoring Grid - The Solution should provide the functionality to enable the Evaluator to:**

Criteria #	Indicators	Requirement #	Did Not Demonstrate (0)	Partially Demonstrated (3)	Mostly Demonstrated (6)	Fully Demonstrated (10)
Capability	1 Log into the application through a 2 forms authentication	M43	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2 Register all requester and request related information	M9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3 Attach the request letter	M13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4 Assign request	M12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5 Create and close a request acknowledgment task/action	M12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6 Assign the task/action	M12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7 Put request on hold	M5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Scenario #1 Score:</b>						<b>70</b>

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Cliant Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Scenario #2 – Processing an ATIP Request						
<p><b>Context:</b> You are a Senior ATIP Analyst. The clarification of the request has been provided by the requester through an email message. Using the proposed RPSS, the Analyst must process to completion this ATIP request</p>						
The Solution should enable a Senior ATIP Analyst to:						
<p>1- Attach the email message to the clarification task/action</p> <p>2- Remove the on hold</p> <p>3- Seek Records from program areas (or office of primary interests – OPI)</p> <p>4- Scan records into the application</p> <p>5- Redact electronic records within the solution</p> <p>5.1 Apply section 16(2) [Security] to a bloc redaction</p> <p>5.2 Add stamp and annotation</p> <p>6- Organize the imported documents</p> <p>7- Take a 30 day extension under section 9(1)(b) for consultation</p> <p>8- Generate and track consultation requests for the department of Justice (DoJ)</p>	<p>9- Share the consultation with DoJ the consulted department</p> <p>10- Review consultation response to apply recommendations</p> <p>11- Generate the release package</p> <p>12- Seek approval for release package</p> <p>13- Close Request</p> <p>14- Access all versions of the digital documents, i.e. the original un-redacted copy, the redacted consultation / working copy and the final release copy</p> <p>15- Visualize at glance status and benchmark information</p>					
Scoring Grid - The Solution should provide the functionality to enable the Evaluator to:						
Criteria #	Indicators	Requirement #	Did Not Demonstrate (0)	Partially Demonstrated (3)	Mostly Demonstrated (6)	Fully Demonstrated (10)
<b>Capability</b>	1 Attach the email message to the clarification task/action	M13 R25	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2 Remove the hold on the request	M5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3 See automatic date recalculation on the request due date	M32	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4 Batch scan documents into the application	R17	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5 Index scanned documents	R17	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6 Enhance digital images for clarity	R18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7 Import into the RPSS sought records	M11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8 Organize the imported records (assembled in stacks or parts, disassemble and reassemble, delete, modify, paginate, un-paginate and repaginate)	R13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

9	Review and redact (stamp, apply exemptions, exclusions or annotate) digital documents	M14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Take an extension to consult	M8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	See automatic date recalculation on the request due date	M8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Generate a consultation package	M19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Generate a release package that cannot be un-redacted	M17 R28	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Obtain and process approval	M12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Close the request capturing detailed information as described in Appendix A to Annex G – Detailed Functionality Overview – Closing (a) Close with an open action (b) with all actions closed	M9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Retain original version of a digital document after review and redaction	M16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Visualize status and benchmark request information	R9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Scenario #2 Score:</b>						<b>/170</b>

### Scenario #3 – Processing a Complaint, Correction and Federal Court Review

#### Context

You are a Senior Analyst working on more complex files.

- 1- You have been communicated by the Office of the Information Commissioner (OIC) a complaint on one of the requests that you have closed;
- 2- You also received a correction request on another request; and
- 3- You were tasked by your Coordinator to process a Federal Court Review on a third request

#### The Solution should enable a Senior ATIP Analyst to:

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1- Search for subject request</li> <li>2- Generate a Complaint on the subject request</li> <li>3- Process the complaint until it is resolved</li> <li>4- Generate a Correction on the subject request</li> </ol> | <ol style="list-style-type: none"> <li>5- Process the correction until it is resolved</li> <li>6- Generate a Federal Court Review on the subject request</li> <li>7- Process the court review until it is resolved</li> </ol> |
|---|---|

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

**Scoring Grid - The Solution should provide the functionality to enable the Evaluator to:**

Criteria #	Indicators	Requirement #	Did Not Demonstrate (0)	Partially Demonstrated (3)	Mostly Demonstrated (6)	Fully Demonstrated (10)
<b>Capability</b>	1 Search for the subject request	M22	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2 Generate a Complaint action	M26	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3 Process a complaint until resolution	M26	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4 Generate a Correction action	M27	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5 Process the correction action until resolution	M27	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6 Generate a Federal Court Review	M29	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7 Process the court review until resolution	M29	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Scenario #3 Score:</b>						<b>170</b>

**Scenario #4 – Searching, Reporting and Auditing**

**Context**

You are a Senior Analyst that has been asked to perform specific searches and to generate reports for your management.

**The Solution should enable a Senior ATIP Analyst to perform the following search, reporting and auditing actions:**

<ul style="list-style-type: none"> <li>1- Search for all closed requests during last fiscal year</li> <li>2- Save the search</li> <li>3- Rerun the saved search</li> <li>4- Export the search results to a local drive</li> <li>5- Select and open a request from the search results</li> <li>6- Open any request from the list of search results</li> </ul>	<ul style="list-style-type: none"> <li>9- Search for words and documents</li> <li>10- Search for all consultation requests that have been submitted to the Department of Justice</li> <li>11- Search for all closed requests where section 16(2) has been applied</li> </ul>
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Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

7- Search for all requests submitted by members of the public over the past three months	12- Search for and dispose of all ATI requests where the last action date > 370 days					
8- Search for all active requests	13- Create a search using 2 request criteria and 2 tasking/action criteria					
	14- Generate reports					
	15- Generate an audit report that will displays system activities					
<b>Scoring Grid - The Solution should provide the functionality to enable the Evaluator to:</b>						
Criteria #	Indicators	Requirement #	Did Not Demonstrate (0)	Partially Demonstrated (3)	Mostly Demonstrated (6)	Fully Demonstrated (10)
Capability	1 Search for all closed requests during last fiscal year	M22	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2 Save the search	M20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3 Rerun the search	M20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4 Export the search results to a local drive	M22	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5 Open any request from the list of search results	M21	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6 Search for all requests submitted by a member of the public over the past three months	M20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7 Search for all active requests	M21	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8 Search for words and documents within a request	M21	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	9 Search for all consultation requests that have been submitted to the DoJ	M20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	10 Search for the closed requests where section 16(2) has been applied	M20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	11 Search for and dispose of all ATI requests where the last action date > 370 days	M10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	12 Create a search using 2 request criteria and 2 tasking/action criteria	M20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	13 Generate the <b>Annual Statistical Report</b> ( <a href="http://www.tbs-sct.gc.ca/tbsf-fsct/350-62-eng.asp">http://www.tbs-sct.gc.ca/tbsf-fsct/350-62-eng.asp</a> ) for the last fiscal year	M22	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	13 Generate the <b>Summary of Completed Access to Information Requests</b> report	M22	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14 Generate an audit report that displays system activities in the last month	M23	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Scenario #4 Score:</b>						<b>/140</b>

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

<b>Scenario #5 – Application Security and administration</b>						
<b>Context</b> You are a System Super User that must demonstrate how secure the software is to protect and dispose of sensitive information.						
<b>The Solution should enable a Super User to:</b>						
1- Create a user account 2- Manage user roles and responsibilities						
<b>Scoring Grid - The Solution should provide the functionality to enable the Evaluator to:</b>						
Criteria#	Indicators	Requirement #	Did Not Demonstrate (0)	Partially Demonstrated (3)	Mostly Demonstrated (6)	Fully Demonstrated (10)
1	Create a user account	M44	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Configure the software to enable users that manage different requests to have different accesses base on their roles and responsibilities	M46	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Scenario #5 Score:</b>						<b>/20</b>

Scenario #6 and #7 below apply only to Tier II. Bidders submitting a bid for Tier II will be evaluated on Scenarios 1-7.

<b>Scenario #6 – Enhanced Request Management</b>						
<b>Context</b> You are a Senior ATIP Analyst. Using the proposed RPSS, must process to completion ATIP request using enhanced system features						
<b>The Solution should enable a Senior ATIP Analyst to:</b>						

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

<p>1- Modify multiple requests and activities in a single action</p> <p>2- Generate a second request that will auto-fill using request information from an existing request</p> <p>3- Cross-reference 2 requests with one-another</p> <p>4- Identifies and track the document revisions with the date and time that the document was modified and the individual contact that made the last modification and what modifications were made to the digital records</p> <p>5- Produce a schedule for consultation with the Privy Council Office (PCO Schedule)</p> <p>6- Collaborate with an external department on the revision of a digital document</p> <p>7- Searches within the digital records to locate and highlight words or a combination of characters</p> <p>8- Automatically Generate correspondence letters in the requesters preferred language</p> <p>9- Generate an email correspondence</p> <p>10- Manage fees and invoices</p> <p>11- Process Video editing</p>	<p>12- Import nested email attachments into the software</p> <p>13- Apply institution headers to template letters</p> <p>14- "Drag and drop" of documents into requests and into the request tasks/actions</p> <p>15- Collaborate with an external stakeholder on a request document using a shared portal</p> <p>16- Process request actions using voice commands</p> <p>17- Add searchable flags to requests</p> <p>18- Identify sensitive Personally Identifiable Information (PII) and flag for potential redaction</p> <p>19- Search and sever using artificial intelligence technology</p> <p>20- Trigger alerts/notifications from business rules</p> <p>21- Scan the GC InfoSource form TBS/STC 350-57 to digitally transfer into the software request related information that appears on the form (without manual transcription)</p> <p>22- Locate document content that the system has automatically identified to be severed</p>
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**Scoring Grid – The Solution should provide the functionality to enable the Evaluator to:**

Criteria #	Indicators	Requirement #	Did Not Demonstrate (0)	Partially Demonstrated (3)	Mostly Demonstrated (6)	Fully Demonstrated (10)
<b>Capability</b>	1 Modify multiple requests and activities in a single action	M50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2 Generate a second request that will auto-fill using request information from an existing request	M51	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3 Cross-reference 2 requests with one-another	M53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4 Identifies and track the document revisions with the date and time that the document was modified and the individual contact that made the last modification and what modifications were made to the digital records	M56	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5 Produce a schedule for consultation with the Privy Council Office (PCO Schedule)	M59	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6 Electronically Share the consultation package	M61	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

7	Searches within the digital records to locate and highlight words or a combination of characters	M63	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Automatically Generate correspondence letters in the requesters preferred language	M69 M70	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Seek clarification from the requester via email	M70	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Add application fee	M71	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	View fee calculation	M71	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Generate invoice	M71	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Process Video editing	R41	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Import nested email attachments into the software	R43	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Apply institution headers to template letters	R44	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	"Drag and drop" of documents into requests and into the request tasks/actions	R45 R46	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Collaborate with an external stakeholder on a request document using a shared portal	R49	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Process request actions using voice commands	R51	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Add searchable flags to requests	R52	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Identify sensitive Personally Identifiable Information (PII) and flag for potential redaction	R80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Search and sever using artificial intelligence technology	R53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Trigger alerts/notifications from business rules	R58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Scan the GC InfoSource form TBS/STC 350-57 to digitally transfer into the software request related information that appears on the form (without manual transcription)	R82	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Locate document content that the system has automatically identified to be severed	R87	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Scenario #6 Score:</b>						<b>/240</b>

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

Scenario #7 – Software Management						
Context						
You are a Super User responsible for configuring the software to deliver the functionality that are required by the ATIP Analysts in your office to efficiently process their requests.						
The Solution should enable a Super User to:						
<ul style="list-style-type: none"> <li>1- Preconfigure software settings</li> <li>2- Create new table entries</li> <li>3- Configure log file data elements</li> <li>4- Create correspondence letter templates</li> <li>5- Preconfigure business rules</li> <li>6- Develop dashboards that provide the status and performance metrics</li> </ul>	<ul style="list-style-type: none"> <li>7- Identify and monitor usage trends</li> <li>8- Dispose of requests while retaining requests with tags</li> <li>9- Create new form templates</li> <li>10- Configure email reminders that will be auto-generated</li> <li>11- Configure a retention and disposition schedule with notifications</li> </ul>					
Scoring Grid – The Solution should provide the functionality to enable the Evaluator to:						
Criteria #	Indicators	Requirement #	Did Not Demonstrate (0)	Partially Demonstrated (3)	Mostly Demonstrated (6)	Fully Demonstrated (10)
<b>Capability</b>	1	Preconfigured drop-down lists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2	Preconfigure workflows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3	Lock requests with closed status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4	Create new request type	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5	Create new task/action	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6	Create a new disposition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7	Create a new exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8	Create a new Method of Access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	9	Configure information to be captured in logs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	10	Create a new data field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	11	Preconfigure/modify form and letter template designs	M70 R83	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	12	Preconfigure business rules that will trigger alerts/notifications	R59	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	13	Preconfigure business rules that will automate a workflow	R62	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N°VME</b>

<b>14</b>	Develop a dashboard that can provide the status and performance metrics of a particular business unit within the organization	R79	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>15</b>	Identify the top 5 consulted institutions within the last fiscal year	R80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>16</b>	Identify the top 5 exemptions applied to records by the department during the last fiscal year	R80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>18</b>	Dispose of requests while retaining requests with specific tags (such as active complaints, active court cases, legislated holds, cross-referenced or the last administrative action on the request is less than 731 days)	R82	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>19</b>	Create a new form template which will include a letterhead, the request number, the exemptions applied with the number of times, and the total number of pages processed during the current fiscal year.	R83	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>20</b>	Auto-generate an email reminder to be sent to the contact assigned to the request 2 business days before due date	R84	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>21</b>	Configure notifications to a specified contact(s) that indicates when a request has reached its maturity date (base on disposition rules) and can be disposed	R89	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Scenario #7 Score:</b>					<b>/210</b>	
<b>TOTAL CAPABILITY SCENARIOS EVALUATION SCORE:</b>						
<b>(SUM OF SCORES FOR SCENARIOS #1-7)</b>						
						<b>/920</b>

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

**PART TWO: OFFICIAL LANGUAGES ACT EVALUATION**

CAPABILITY AND USABILITY EVALUATION					
Section A					
5 points for each requirement met. 3 points if requirement met with a minor modification. 0 point if requirement met with a major modification or if it cannot be met.					
Evaluation Criteria #	Indicators	Not Demonstrated (0)	Partially Demonstrated (3)	Fully Demonstrated (5)	
Capability	1	Legends and texts of the Solution images and graphics are produced in the same way in both English and French. The quality and level of language are the same in both official languages.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2	A search carried out in the graphical interface of the Solution yields the same results in both English and French.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3	Help documentation is provided in both official languages. Its content is equivalent and of the same quality in both English and French.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		OLA EVALUATION SCORE (SECTION A):			/75

Section B					
5 points for each requirement met. 0 point for each requirement not met.					
Evaluation #	Indicator	Not Demonstrated (0)	Demonstrated (5)		
1	Overall, the vocabulary associated with English or French is consistent.	<input type="checkbox"/>	<input type="checkbox"/>		
2	Overall, the grammar associated with English or French is consistent.	<input type="checkbox"/>	<input type="checkbox"/>		
		OFFICIAL LANGUAGES ACT EVALUATION SCORE (SECTION B):			/10
		TOTAL OFFICIAL LANGUAGES ACT EVALUATION SCORE (SECTION A + SECTION B):			/85

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif. 138XL	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

**PART THREE: SYSTEM USABILITY SCALE (SUS) EVALUATION**

Instructions: For each of the following statements, mark one box that best describes your reactions to the ATIP RPSS Solution.

Scenario #: _____		Date: ____/____/____				
#	Indicator	Strongly Disagree (1)	Disagree (2)	Neutral (3)	Agree (4)	Strongly Agree (5)
1	I think that I would like to use this Solution frequently.	<input type="checkbox"/>				
2	I found this Solution unnecessarily complex.	<input type="checkbox"/>				
3	I thought this Solution was easy to use.	<input type="checkbox"/>				
4	I think that I would need assistance to be able to use this Solution.	<input type="checkbox"/>				
5	I found the various functions in this Solution were well integrated.	<input type="checkbox"/>				
6	I thought there was too much inconsistency in this Solution.	<input type="checkbox"/>				
7	I would imagine that most people would learn to use this Solution very quickly.	<input type="checkbox"/>				
8	I found this Solution very cumbersome/awkward to use.	<input type="checkbox"/>				
9	I felt very confident using this Solution.	<input type="checkbox"/>				
10	I needed to learn a lot of things before I could get going with this Solution.	<input type="checkbox"/>				

**TOTAL SYSTEM USABILITY SCALE EVALUATION SCORE:**

**/ 100**

**Note 1 – Scoring Calculations:**

**X = (Sum of Points for Questions 1, 3, 5, 7 and 9) (For each of the odd numbered questions, subtract 1 from the score) - 5**

**Y = (Sum of Points for Questions 2, 4, 6, 8 and 10) (For each of the even numbered questions, subtract their value from 5)**

**Total System Usability Scale Score = (X + Y) \* 2.5**



<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## APPENDIX A TO ANNEX G - DETAILED FUNCTIONALITY OVERVIEW

### 1. Minimal Feature Requirements

The following table provides more details pertaining to the RPSS features that are sought in previous sections 1 and 2 of Annex G – Bid Evaluation and Capability and Usability Evaluation.

*Note: The following table is to be used by the Bidder as a guide on the detailed requirements expected of the Solution for both mandatory and rated criteria.*

Functionality	Requirement Reference	Detailed Information
Login	M43	User credentials (User name and password), help
Request Intake	M3, M49	Requester First Name, Requester Last Name, Requester Second Name, Date of birth, Unique ID Number, Requester Mailing Address including City, Province, Country and Postal Code, Organization, Source, Preferred language of communication, Title, Requester email, Phone Number and Alternate Phone Number.
Request/Activity Benchmarking – Individual	R7 and R8	Individual Active Requests, Active Actions, Approaching deadlines, Late requests
Request/Activity Benchmarking – Unit	R8	Individuals, Bus or Organization Active Requests, Active Actions, Approaching deadlines, Late requests,
Support/Help	R29	Electronic User and Administrator Guides in French and English
Contact Management	M18	Requester first, second and last names, Title, Organization, Email, Phone number, Alternate number, Fax number, Language, Source, Individual ID number, Jacket Number, Requester's File Number, Mailing address and Notes fields.
Overall Request	M5, M6, M7, M9, M18 and M55	Request Number, Request Assigned Contact Person, Requester Name, Due Date, Date Closed, Disposition, Requester Source, Request Category, Request Summary, Request Full Details, Days Allowed, Days on Hold, Days Taken, Number of Days Granted for Extension, Number of Pages Received, Number of Pages Reviewed, Number of Pages Released, Fee Balance, Request Transferred in, the Request Decision Maker Contact person.
Request Activities/Actions (A/A)	M12, R7, R8 and R39	A/A creator, A/A Name, A/A Assigned to Contact, Date A/A Created, A/A Due Date, Date A/A Completed, Number of Days Elapsed, On Hold/Stop Clock Status, A/A Comments, A/A Attachments, A/A Created Date, A/A Last Modified Date, A/A Modified By.
Fees	M72	Date the Fees was Applied, Transaction Type, Fee Type, Cost, Quantity, Amount, Currency, Comments/Details, Transaction Type (waiver, refund, estimate, payment, actual)
Extensions	M8	Extension Type, Extension Days, Extension Date

Solicitation No. – N° de l'invitation  
24062-180627/A

Amd. No – N° de la modif.

Buyer ID – Id de l'acheteur  
138XL

Client Ref. No. – N° de réf. De client  
24062-180627

File No. – N° du dossier

CCC No./ N° CCC – FMS No/ N° VME

Functionality	Requirement Reference	Detailed Information
Exemptions/Exclusions	M7, M14 and M20	List all of the act specific exemptions / exclusions that apply the <i>Access to Information Act</i> and the <i>Privacy Act</i> , Text field that applies to Section 69(1)(g) of the <i>Privacy Act</i> .
Closing	M9	Date Closed, Date the information was released (communicated), the Disposition, the Method of Access (paper, digital, other), the Method of Delivery (mail, online, in person, etc.), the Date on the Request, the Date the Request was Initially Received, the Date the Request Information was Received in its entirety, the Request Due Date, the Preferred Method of Access, the Total Number of Pages Received, the Total Number of Pages Reviewed, the Total Number of Pages Released, the Total Number of Pages that have been Deemed not Relevant, the Version of the Release Package that was sent to the requester, Comments, a flag indicating if the Request was Transferred Out to another organization, a flag to indicate if the Request required Translation, the Reason for Deemed Refusal on late requests
Complaints	M26	Date the Complaint was Received, Contact Person the Complaint is Assigned to, the Complainant Number, the Commissioner File Number, the Date the Complaint was Received by the Commissioner, the Complainant Name, the Reason for the Complaint, the Investigator Name, the Investigator's phone number, the Finding Date, the Finding, the Result, the Date the Complaint was Closed, Comments
Corrections	M27	Date Correction Requested, Contact Person Assigned to the Correction, Type of Correction Made, the Date that the Correction was applied/made, Date Notation Attached, Date the Correction was Closed, the Correction Text, the Statement of Disagreement Text, the Number of Statement of Disagreements Attached to the information, the Number of Notifications for Changes the institution sent to Third-Parties to whom the information was previously released
Investigation and Courts	M28 and M29	The Date the Application was Filed in Court, the Date of Advice to Federal Court, the Contact Person Assigned, the Court's File Number, Department of Justice's File Number, Justice Litigator's Name, Justice Litigator's Phone Number, the Decision Date, Comments, Section 41 of the <i>Access to Information Act</i> Text Field, Section 42 of the <i>Access to Information Act</i> Text Field, Section 44 of the <i>Access to Information Act</i> Text Field
Attachments	M13, R24 and R25	The Date the Attachment was created / Uploaded, the Attachment Description, the Attachment Type
Records Group	R79	The request number and for each records group (RG) entered into a request, the software must capture the Record Group Number (RG#), the Accession Number, the Series Number, the Volume Number, the Box Number, the Reel Number, the File Number, the File Title, the Part Number, the document accessibility status (open, partially open, restricted), the File

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Functionality	Requirement Reference	Detailed Information
		Dates, the Page Range, the Archival Reference Number, Comments, the Reviewed Dates, the Reviewer (Assigned Contact Person), the Number of Pages Reviewed, the Number of Pages Released, the Number of Pages Not Relevant, the Last Modified by.
Search	M20, M21, M22, R50, R51, R52 and R53	Any field (standard and custom) in system with criteria such as but not limited to, Time Period, Dates, Pages, Days, Types, etc., which can be filtered, sortable, exportable, printable, saved and reusable.
Retention and Disposal	M10, R62 and R84	The Period with range, with filters for Request Types and Requesters. Disposal options (with multiple selection) such as to excluding retained requests, deleting the request from the system, keeping the tombstone information only, deleting the request related data, archiving, delete the requester name, deleting the confidential text, deleting the request attachments, archiving the original (raw) and redacted Images.
General Administration	R68	<p>The Super User must minimally be able to manage the following:</p> <ul style="list-style-type: none"> <li>- Create, edit, delete request Activities/Actions with the number of days allowed, a stop-clock option, the type of calendar to apply and the action status, (see M32).</li> <li>- Create, edit, delete Activity/Action Groups to organize the Activities/Actions (see R39)</li> <li>- Configure global Application Settings used for capturing such parameters as the Information Commissioner's name and mailing address, the Privacy Commissioner's name and mailing address, system features that can enable or disable functionalities within the software and other administrative settings that allow for the software to operate in and integrate within specific technical environments.</li> <li>- Configure the Audits (see R54)</li> <li>- Create, edit, delete request types which lets the Users better prioritize or classify requests (M6)</li> <li>- Manage Passwords</li> <li>- Create, edit, delete Contacts (see M18)</li> <li>- Create, edit, delete Correction Types (see M27)</li> <li>- Select the Counter that will be used to control how request id Numbers will be generated for each request type</li> <li>- Create, edit, delete Countries / Provinces / States / Territories / Regions used for managing requester personal information</li> </ul>

Solicitation No. – N° de l'invitation  
24062-180627/A

Amd. No – N° de la modif.

Buyer ID – Id de l'acheteur  
138XL

Client Ref. No. – N° de réf. De client  
24062-180627

File No. – N° du dossier

CCC No./ N° CCC – FMS No/ N° VME

Functionality	Requirement Reference	Detailed Information
		<ul style="list-style-type: none"><li>- Create, edit, delete Currencies used when managing the Fees</li><li>- Create, edit, delete Dispositions in accordance with the <i>Access to Information</i> and <i>Privacy Acts</i> (see M7)</li><li>- Create, edit, and delete Exemptions and Exclusions in accordance with the <i>Access to Information</i> and <i>Privacy Acts</i> (see M7)</li><li>- Create, edit and delete Fee Schedules used to define a common set of Fee Types (e.g. Student Discounted Schedule)</li><li>- Create, edit and delete Complaint Findings used to classify all possible conclusions made base on a request complaint (see M26)</li><li>- Create, edit and delete Holidays used to enable proper date calculations (see M30)</li><li>- Create, edit and delete Keywords when selected used to make a request easier to reference and search (see M66 and R87)</li><li>- Create, edit and delete Label Templates used generate postal addresses for regular mail correspondence (see R57)</li><li>- Create, edit and delete Methods of Access used when closing a request to indicate how the format or media of which the information was provided to a requester (e.g. paper copy, digital copy) (see M9)</li><li>- Create, edit and delete Methods of Delivery used when closing a request to indicate how the requested information was provided to a requester (e.g. hand delivery, sent by regular mail, on site review, etc.) (see M9)</li><li>- Create, edit and delete Methods of Payment used to identify the method in which the payment applied to a request was made (see M72)</li><li>- Create, edit and delete Complaint Reasons used to classify all possible reasons for a requester to raise a complaint about a request (see M26)</li><li>- Create, edit and delete Complaint Results used to classify all possible corrective actions, if required, in response to a request complaint (see M28).</li><li>- Create, edit and delete requester Sources which identifies the source of the request (e.g. the public, media, academic, etc.) (see M18)</li><li>- Create, edit and delete User Security Groups and assigning them access rights/roles (see M74).</li><li>- Create, edit and delete Business Units and Business</li></ul>

<b>Solicitation No. – N° de l’invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l’acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Functionality	Requirement Reference	Detailed Information
		Types which allow institutions to define their multi-level hierarchy of offices (e.g. Unit = Communication Services, Unity Type = Corporate) (M39) - Create, edit and delete Templates (see M70, R21, R35, R46) - Create, edit and delete Translation Types used to classify the types of translation that may be required (e.g. French to English, English to French, Other)

## 2. Quality assurance

The following Tables pertains to Mandatory Requirement R58.

### 2.1 functionality

Req#	Functionality for quality assurance that permits Users and institutions to identify requests with incomplete, inaccurate and missing information prior to closing:
R58-1	Outstanding Fees
R58-2	Pending Actions
R58-3	Missing Number of Pages
R58-4	Missing Method of Access
R58-5	Request / Actions still on hold
R58-6	Actions Completed before Date Created
R58-7	Late Requests without the Reason for Deemed Refusal selected
R58-8	The number of pages entered on the Closing screen must follow the Business Rules detailed in section 2.2 of this Appendix
R58-9	The Method of Access selection entered must follow the Business Rules detailed in sections 2.3 and 2.4 of this Appendix
R58-10	The Method of Delivery selection entered must follow the Business Rules detailed in section 2.4 and 2.5 of this Appendix
R58-11	The Disposition entered must follow the Business Rules detailed in sections 2.3 and 2.5 of this Appendix

### 2.2 Business rules prior to the closing of a request

Number of Pages where values must be set as “0”

Pages Disposition	Abandoned after fee estimate	Abandoned by applicant	All Disclosed	Disclosed in Part	Does Not Exist	Entered by Error	All Excluded	All Exempted	Transferred	Neither Confirmed or Denied
Pages Reviewed					0	0	0	0	0	0
Pages Released	0	0			0	0	0	0	0	0
Pages Not Relevant					0	0			0	0

<b>Solicitation No. – N° de l’invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l’acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- 0’ Applies only to Section 69 of the *Privacy Act*
- 0’’ Applies only to Section 68 of the *Access to Information Act*

**Neither Confirmed nor Denied:** Leave the values as “0” for pages reviewed and released. If a request falls under this disposition, then it cannot be confirmed or denied that any pages were processed or disclosed.

### 2.3 Possible Combinations - Method of Access and Disposition

Method of Access / Disposition	Abandoned after fee estimate	Abandoned by applicant	All Disclosed	Disclosed in Part	Does not Exist	Entered by Error	All Excluded	All Exempted	No Reply Required	Transferred	Neither Confirmed or Denied
Examination			*	*							
Copies and Examination			*	*							
Paper Copies			*	*							
Digital Copies			*	*							
Not Applicable	*	*	**	**	*	*	*	*	*	*	*

### 2.4 Possible Combinations – Method of Access and Method of Delivery

Method of Access / Method of Delivery	Courier	Email	Fax	Hand Delivery	Not Applicable	Pick up	Registered mail	Regular mail
Examination				*		*		
Copies and Examination	*	*	*	*		*	*	*
Paper Copies	*		*	*		*	*	*
Digital Copies	*	**		*		*	*	*
Not Applicable					*			

- \* This method of Delivery applies to the copies given (any format)
- \*\* Applies only if the institution is communicating the information via telephone
- \*\*’ Applies if the information sought is included in the response letter

<b>Solicitation No. – N° de l’invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l’acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

### 2.5 Possible Combinations – Disposition and Method of Delivery

Disposition/Method of Delivery	Cou rier	Email	Fax	Hand Delivery	Not Applicable	Pick up	Registered mail	Regular mail
Abandoned after fee estimate					*			
Abandoned by applicant					*			
All Disclosed	*	*	*	*		*	*	*
Disclosed in Part	*	*	*	*		*	*	*
Does Not Exist					*			
Entered by Error					*			
All Excluded					*			
All Exempted					*			
Transferred					*			
No Reply Required					*			
Neither Confirmed or Denied					*			

Other rules:

- A request cannot be closed if it has digital pages that have not been reviewed
- A request cannot be closed if it still has an “on hold” status
- A request cannot be closed if it still has activities or actions on hold

A request cannot be closed if there is no reason (Deemed refusal – S.10 of the ATIA and S.16 of the Privacy Act) captured in the request indicating why the time taken exceeded the time allowed.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## APPENDIX B TO ANNEX G – STANDARD REPORTS

Twenty six (26) Reports as per Mandatory Requirement M36 and the PCO Schedule as per Mandatory Requirement M24.

The following lists the twenty six (26) reports that must be producible by the RPSS within the software solution for the proposal to be considered and PCO Schedule that will be used for evaluation purposes. Each report is described below.

The twenty six (26) mandatory reports must include the option to filter per request type, date range and must provide the options of including the summary and the full text of the request, the source and/or the name of requester, and removing confidential text, where applicable.

Reporting and Outputs:

### 1. **Statistical Reports on the *Access to Information Act and Privacy Act***

This is an annual report that provides information on the performance of the ATIP Office in regards to formal Access to Information Requests. The information on the report must answer all of the questions in the following documents, and any revisions of:

<http://www.tbs-sct.gc.ca/tbsf-fsct/350-62-eng.asp>

<http://www.tbs-sct.gc.ca/tbsf-fsct/350-63-eng.asp>

### 2. **Performance Report (Summary)**

This is a report completed on a monthly; quarterly; annual and user defined period that is summarizes the compliance rate of the internal contacts for document retrieval and internal review. The information on the report must include, for each of the institutional levels of authority, the number of times the contact was tasked, the number of times the contact did not respond within the assigned deadline, the total number of days elapsed, the total number of days past due, the average number of days elapsed and the average number of days past due.

### 3. **Performance Report (Detailed)**

This is a report completed on a monthly; quarterly; annual and user defined period that provides details to evaluate the compliance rate of the internal contacts for document retrieval and internal review. The information on the report must include, for each task, the Request number, the creation date, the due date, the completed date, the number of days take and the number of working days overdue. The tasks must be grouped by institutional level of authority.

### 4. **Deadline List**

This is a report completed on a weekly basis showing all active Requests divided into two tables: within deadlines and past deadline. The information on the report must include the Request number, the source of the Requester, the summary of the Request, the date received and the due date.

### 5. **New Request report**

This is a report identifying all of the new Requests received during a given time period. The information on the report must include the Request number, the source of the Requester, and the summary of the Request, the date received, the due date and the date closed with the option of providing the full text of the Request.

### 6. **Workload report**

This report provides a quick view of the current workload of each officer in the ATIP Office by Request type. The information on the report must include the number of Requests and the pages to review for each type of active Request, complaint and court cases. The report must also include the total number of Requests and the total pages to review for each officer and the entire office.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

#### **7. Active Request by officer**

This report provides a quick view of the workload grouped by specific officer. The information on the report must include the Request number, the name and/or source of the Requester, the summary of the Request, the date received, the due date, the last action that was performed, the number of days take and the number of days allowed.

#### **8. Case Action List**

This report details all of the case actions by group (ATIP, Acknowledgement, Retrieval, etc.) with their respective unique identifiers, name, description, bring forward (BF) type (calendar vs. work days), BF length and stop clock information. Option to include status text on the report must also be included.

#### **9. Cash Management Report**

This report must detail all the collected and waived fees per Request for a given time period. Reporting details must include the Request number, Requester source, fees charged (broken down by type), as well as waived amounts including reason. A total (broken down by type and grand total) of all net fees collected and waived must also appear on the report.

#### **10. Complaint Summary**

This report lists with filter options (active, received, date closed and finding date by date range and Request type) all Requests with complaints by officer assigned, reason, finding, category and result. Report details include the Request summary, the commissioner file number, the date the complaint was received, the reason(s) for the complaint, the name of the investigator, the finding(s), resulting action(s) and date closed.

#### **11. Court Summary**

This report lists with filter options (active, received, date closed and finding date by date range and Request type) court cases by officer assigned to the court case. Report details include the officer assigned to the case, the Request number, summary of the Request, date the Request was received, the court's file number, the justice's file number, the litigator's name, the litigator's telephone number and the court decisions date.

#### **12. Fees Outstanding**

This report lists with filter options (Request type and Requester) outstanding fees. The information that must be included on the summary report is: the name of the Requester and the outstanding balance. The information that must be included on the detailed report is: the name of the Requester, the Request number, the disposition of the Request, the date closed and the outstanding balance.

#### **13. Closing Report**

This report must be accessible from within a Request. It provides a snap shot of a specific Request, the processing of the Request and the disposition of the Request. The following is a list of information that must be included:

#### ➤ **Request Information**

To include Request type; Request number; Category; Officer assigned; Decision Maker; Date on Request; Date the Request was initially received; Date the Request was deemed completely received; Date the Request is due; Jacket number; Disposition of Request; Number of days taken to process; Number of days allowed to process; Summary of the Request; Full text of Request; and Keyword(s).

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

➤ **Requester Information**

To include Name; Source; Address; Telephone number; Fax number; and Email address.

➤ **Extensions**

To include Number of days extended under each provision of the Access to Information and Privacy Acts; and Total number of days extended.

➤ **Fees**

A chronological list of all fees charged, paid, waive, abandoned and transferred including: Date; Fee type; Unit cost; Quantity; Debit total; Credit total; Currency; and Balance.

➤ **Case Actions**

A chronological list of all actions performed during the processing of the Request including, but not limited to: Action; Responsible contact; Date create/started; Due date; Date completed; and Comments.

➤ **Closing**

To include Date the Request was closed; Date the decision was communicated; Number of pages reviewed; Number of pages released; Disposition (again); Method of access; Method of delivery; Translation required; List of articles of law that were applied during the processing of the Request; and Comments.

**14. Progress Report**

A tabular report that shows the variance between a given time period and fiscal year to date as well as the corresponding periods for the previous fiscal year. The report must include the number of Requests received, the number of active Requests, the number of Requests completed, the number of complaints received, the number of pages reviewed, the number of pages released, and dispositions of Requests. The report must be able of producing this information grouped by Requester source, officer and Request category.

**15. Situation Report**

This report lists with filters and report options (Request type, Request text, Request summary, responsibilities, Requester and category) all active Requests with their status information, including: Request number, Requester source, date received, due date, responsibility contact for the last action, date last action was created, last action due date and last action response date completed.

**16. Status Report**

This report lists with filter options (active Requests, active Requests plus recently closed using date range, Request type, keyword list, category and/or officer) the status of Requests detailing: Request number; Requester source; Date the Request was deemed completely received; Request due date; Number of days that the Request has been extended; Indicator if Request is overdue; Request summary; Request status; Last action description; Last action responsible contact(s); Last action date created; Last action due date; and Last action date completed.

**17. Time Analysis Report**

This is a tabular and detailed report outlining the on time/overdue Requests for completed and active Requests. The report must include the file number, the Requester source, the summary of the Request, the date received, the date closed, the number days taken, the number of days allowed, the number of days past due, an indication as to the use of exemptions, an indication as to the use of exclusion, the number of pages reviewed (or to be reviewed) and the number of pages released.

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

### 18. Weekly Status Report of all active Requests

This report lists with filters and report options (Request type, active Requests, active complaints and active court cases, Request text, Requester, responsibilities and category) all active Requests detailed with the file number, date received, due date, indicator if the file is late, date closed, number of days extended, Requester source and Request status.

### 19. On-time Moving Average Report

This report outlines each officer's performance in responding to a specified Request type and compares to the departmental average for a given date. The information provided includes the number of files closed, the number of pages reviewed for each closed file, the number of files closed on time and the performance rate during four time periods: 3, 6, 9 and 12 months preceding the given date.

### 20. Statistical Summary Report

This is an annual report summarizing Request information by Requester source and complaint type for a given Request type and given time period. The report must include the following information:

➤ **For the given time period:**

The number of Requests received and number of pages reviewed (to be reviewed); number of active Requests brought forward and number of pages to be reviewed (to be reviewed); number of Requests completed, number of pages reviewed and number of pages released; and number of Request carried forward and the number of pages reviewed (to review).

➤ **For the fiscal year to date:**

The number of Requests received; and number of Requests completed, number of pages reviewed and number of pages released.

### 21. Record Group Closing Report

Accessible from within a Request, this report details all of the relevant fields that pertain to Request related Record Groups. This report details the Request number, dates commenced and completed, the Request status, exemptions applied, exclusion applied, group, series, volume, accession, box, reel, file number, pages reviewed and released, file title a comment field as well as the total count of record groups related to the Request.

### 22. Active Consultations Report

This report lists with filters and report options (Request type, Active Consultations, Responsible Contact, Consulted Department(s) and Time Periods) all active requests detailed with the file number, date received, due date, number of days extended, Responsible Contact (analyst), consulted department(s), date the consultation was sent, number of pages sent and due date that the consultation must be completed.

### 23. Consultations Report

This report outlines the consultations that have been created (active, closed, all) for a given time period. The information provided can be summary or detailed.

- The summary information includes the total of consultation requests that have been assigned to another organization (filter); by unit or contact (filter); the number of pages that have been submitted for consultation; the average time taken for the consultation action to be completed (for closed); and the number of days taken (for active).

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- The detailed information includes for each request the request number; the responsible unit or contact for the request (filter); the date the request was created; the due date and closed date; the consultation action; the consultation comments (or notes); the name of the organization consulted (filter); the date the consultation action was created; the expected due date; the number of days since the action was created; any extension taken on the request; and the number of pages sent for consultations.

#### 24. Summaries of Completed Access to Information Requests

This report lists with filters and report options (Request type, Time Periods) all closed requests detailed with the request number, Organization, Disposition of the request, Year, Month, Number of pages disclosed and the Summary of the competed request. Information not included in this report include Requests made under the *Privacy Act*, Informal requests, Request that were transferred to another Government institution, Requests that were treated informally, Requests that were abandoned and request made under the Access to Information Act that contain primarily personal information of the requester or that are uniquely of interest to the requester. The format of this report is identified in Sample 1. *Summary of Completed Access to Information Requests*.

Sample 1. Summary of Completed Access to Information Requests

Request Number: A-2018-00001 Organization: Treasury Board of Canada Secretariat Disposition: Disclosed in Part Year: 2018 Month: March Number of Pages: 125 Summary: A copy of all of the briefing notes for the period of June 1, 2014 to June 30, 2014
--

#### 25. Legal Consultation

This document details the suggested application of Section 69 of the *Access to Information Act* (Confidences of Cabinet) when consulting with Legal Services (internal or through Department of Justice Canada). The template must list each document being sent for consultation in chronological order - undated documents must be listed first - including a description, to, from, date and subject. The template must also quote every suggested redaction by page including the suggested articles of law. The format of the Legal Consultation template is identified in Sample 2. *Legal Consultation Sample Template* below.

Sample 2. Legal Consultation Sample Template

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

*Legal Consultation document to be marked - **SECRET***

Documents Attached to  
Letter from \*Officer Name\*  
Dated: \*\*\*\*\*

ATIP File A-20XX-XXXXX / aaa

**DOCUMENT DESCRIPTION AND CONCLUSION**

1 \*Description\* (pages: )

**Subject:**

**From:**

**To:**

**Date:** *in chronological order, undated documents at the beginning*

**Recommendation:**

*must specify the page number, quote the portion to be excluded and specify the sections to be applied (repeated for each redaction)*

**CONCLUSION:** *(must remain empty)*

-----

2 \*Description\* (pages: )

**Subject:**

**From:**

**To:**

**Date:**

**Recommendation:**

**CONCLUSION:** *(must remain empty)*

**26. Retention and Disposal Report**

This report lists with filters and report options (Request Eligibility, i.e. ready for disposition, Request type, Time Periods) all closed requests ready for disposition detailed with the request number, Requester Source (media, academic, public, etc.), Request Category (Routine, Urgent, Other).

Solicitation No. – N° de l'invitation  
24062-180627/A

Amd. No – N° de la modif.

Buyer ID – Id de l'acheteur  
138XL

Client Ref. No. – N° de réf. De client  
24062-180627

File No. – N° du dossier

CCC No./ N° CCC – FMS No/ N° VME

## APPENDIX C TO ANNEX G – REQUEST FORMS

### 1. Access to Information Request Form (TBC/CTC 350-57)

 **Info Source** **Access to Information Request Form** *Protected when completed*

**For official use only**

Note: Please refer to page 2 for further information.

Federal government institution \_\_\_\_\_

Provide details regarding the information being sought (e.g. subject matter, date range, type of records) \_\_\_\_\_

Method of access preferred (Please choose one)  Receive paper copies of the documents  Receive electronic copies of the documents  Examine the documents in government offices

Name of applicant \_\_\_\_\_

Street, address, apartment \_\_\_\_\_ City or town \_\_\_\_\_

Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Telephone number \_\_\_\_\_

This request for access to information under the Access to Information Act is being made by

a Canadian citizen, a permanent resident or an individual present in Canada, best described as:  media  academia  business  organization  member of the public  decline to identify OR  a corporation present in Canada.

This information is collected for statistical purposes and is published annually on the Government of Canada Info Source website ([www.infosource.gc.ca](http://www.infosource.gc.ca)).

Please note that the institution may contact you to verify your identity and to confirm that you have a right of access under the Access to Information Act.

\_\_\_\_\_ Date \_\_\_\_\_

The personal information provided on this form is protected under the provisions of the Access to Information Act and the Privacy Act and is retained and used as described in [Personal Information Bank PSIU 501](#) of the institution to which this form is submitted.



Solicitation No. – N° de l'invitation  
24062-180627/A

Amd. No – N° de la modif.

Buyer ID – Id de l'acheteur  
138XL

Client Ref. No. – N° de réf. De client  
24062-180627

File No. – N° du dossier

CCC No./ N° CCC – FMS No/ N° VME

## 2. Personal Information Request Form (TBC/CTC 350-58)

 **Info Source** **Personal Information Request Form** *Protected when completed*

**For official use only**

Note: Please refer to page 2 for further information.

Federal government institution \_\_\_\_\_

I wish to examine the information  as it is  in English  in French

Provide details regarding the personal information being sought (e.g. subject matter, date range, type of records)

Method of access preferred (Please choose one)  Receive paper copies of the documents  Receive electronic copies of the documents  Examine the documents in government offices

Name of applicant \_\_\_\_\_

Street, address, apartment \_\_\_\_\_ City or town \_\_\_\_\_

Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Telephone number \_\_\_\_\_

I am a Canadian citizen, permanent resident, or an individual present in Canada, and request personal information about myself.

I request personal information on behalf of another individual who is a Canadian citizen, permanent resident or an individual present in Canada. \_\_\_\_\_ Date \_\_\_\_\_

Please note that the Institution may contact you to verify your identity and to confirm that you have a right of access under the Privacy Act.

The personal information provided on this form is protected under the provisions of the Access to Information Act and the Privacy Act and is retained and used as described in [Personal Information Bank PSU 901](#) of the Institution to which this form is submitted.



<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## ANNEX H – BIDDER FORMS

### FORM 1 – BID SUBMISSION FORM

FORM 1 – BID SUBMISSION FORM													
<b>Bidder's full legal name</b>  <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>													
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	<table border="1" style="width: 100%;"> <tr><td style="width: 50%;">Name:</td><td></td></tr> <tr><td>Title:</td><td></td></tr> <tr><td>Address:</td><td></td></tr> <tr><td>Telephone #:</td><td></td></tr> <tr><td>Fax #:</td><td></td></tr> <tr><td>Email:</td><td></td></tr> </table>	Name:		Title:		Address:		Telephone #:		Fax #:		Email:	
Name:													
Title:													
Address:													
Telephone #:													
Fax #:													
Email:													
<b>Bidder's Procurement Business Number (PBN)</b>  <i>[see the Standard Instructions 2003]</i>  <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>													
<b>Jurisdiction of Contract:</b>  Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)													
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "												

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

<b>FORM 1 – BID SUBMISSION FORM</b>									
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>								
<p><b>Canadian Content Certification</b></p> <p>As described in the solicitation, bids with at least 80% Canadian content are being given a preference.</p> <p><i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i></p>	<p>On behalf of the Bidder, by signing below, I confirm that <i>[check the box that applies]</i>:</p> <table border="1"> <tr> <td>At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> <tr> <td>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> </table>	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)					
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)								
Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)									
<p><b>Hardware:</b></p> <p><i>(Contracting Authority should only insert when Supplemental General Conditions 4001 have been inserted in Part 7).</i></p>	<table border="1"> <tr> <td>Toll-Free Telephone Number for maintenance services:</td> <td></td> </tr> <tr> <td>Website for maintenance services:</td> <td></td> </tr> </table>	Toll-Free Telephone Number for maintenance services:		Website for maintenance services:					
	Toll-Free Telephone Number for maintenance services:								
Website for maintenance services:									
<p><b>Licensed Software Maintenance and Support:</b></p> <p><i>(Contracting Authority should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</i></p>	<table border="1"> <tr> <td>Toll-free Telephone Access:</td> <td></td> </tr> <tr> <td>Toll-Free Fax Access:</td> <td></td> </tr> <tr> <td>E-Mail Access:</td> <td></td> </tr> <tr> <td>Website address for web support:</td> <td></td> </tr> </table>	Toll-free Telephone Access:		Toll-Free Fax Access:		E-Mail Access:		Website address for web support:	
	Toll-free Telephone Access:								
	Toll-Free Fax Access:								
	E-Mail Access:								
Website address for web support:									
<p><b>Security Clearance Level of Bidder</b></p> <p><b>[include both the level and the date it was granted]</b></p> <p><b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b></p>									
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>This bid is valid for the period requested in the bid solicitation;</li> <li>All the information provided in the bid is complete, true and accurate; and</li> <li>If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>									

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

<b>FORM 1 – BID SUBMISSION FORM</b>	
<b>Signature of Authorized Representative of Bidder</b>	_____

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**FORM 2 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

For further information on the Federal Contractors Program for Employment and Social Development Canada (ESDC) - Labours' 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).

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**FORM 3 – SOFTWARE PUBLISHER CERTIFICATION FORM**

<p><b>Form 3</b>  <b>Software Publisher Certification Form</b>  (to be used where the Bidder itself is the Software Publisher)</p>
<p>The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:</p>
<hr/>
<hr/>
<hr/>
<hr/>
<p><i>[Bidders should add or remove lines as needed]</i></p>

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**FORM 4 – SOFTWARE PUBLISHER AUTHORIZATION FORM**

**Form 4**  
**Software Publisher Authorization Form**  
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a User to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the User clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

\_\_\_\_\_

\_\_\_\_\_

*[Bidders should add or remove lines as needed]*

Name of Software Publisher (SP)	_____
Signature of authorized signatory of SP	_____
Print Name of authorized signatory of SP	_____
Print Title of authorized signatory of SP	_____
Address for authorized signatory of SP	_____
Telephone no. for authorized signatory of SP	_____
Fax no. for authorized signatory of SP	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**FORM 5 – DECLARATION FORM**

This declaration form must be submitted as part of the bidding process. Please complete and submit in a **sealed envelope labelled "Protected"** to the attention of Integrity, Departmental Oversight Branch, PWGSC, 11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1, Room 108, Gatineau (Québec) Canada K1A 0S5. Include the sealed envelope with your bid submission. This form is considered "Protected B" when completed.

<b>Complete Legal Name of Company:</b>	
<b>Company's address:</b>	
<b>Company's Procurement Business Number (PBN):</b>	
<b>Bid Number:</b>	
<b>Date of Bid: (YY-MM-DD)</b>	

**Have you ever, as the bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions <sup>1</sup> :**

	Yes	No	Comments
<b>Financial Administration Act</b>			
80(1) d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>	
80(2): Fraud against Her Majesty			
154.01: Fraud against Her Majesty			
<b>Criminal Code</b>			
121: Frauds on the government and contractor subscribing to election fund		<input type="checkbox"/>	
124: Selling or Purchasing Office	<input type="checkbox"/>		
380: Fraud – committed against Her Majesty	<input type="checkbox"/>		
418: Selling defective stores to Her Majesty			

**In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions <sup>1</sup> :**

<b>Criminal Code</b>			
119: Bribery of judicial officers,	<input type="checkbox"/>	<input type="checkbox"/>	
120: Bribery of officers			
346: Extortion			
366 to 368: Forgery and other offences resembling forgery			

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

382: Fraudulent manipulation of stock exchange transactions			
382.1: Prohibited insider trading			
397: Falsification of books and documents			
422: Criminal breach of Contract			
426: Secret commissions			
462.31 Laundering proceeds of crime			
467.11 to 467.13: Participation in activities of criminal organization			
<b>Competition Act</b>			
45: Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>	
46: Foreign directives			
47: Bid rigging			
49: Agreements or arrangements of federal financial institutions			

<sup>1</sup> for which no pardon or equivalent has been received.

	Yes	No	Comments
52: False or misleading representation			
53: deceptive notice of winning a prize			
<b>Corruption of Foreign Public Officials Act</b>			
3: Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>	
4: Accounting			
5: Offence committed outside Canada			
<b>Controlled Drugs and Substance Act</b>			
5: Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>	
6: Importing and exporting			

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

7: Production of substance			
<b>Other Acts</b>			
239: False or deceptive statements of the Income Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	
327: False or deceptive statements of the Excise Tax Act			

<b>Additional Comment</b>

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. 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.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

<b>Solicitation No. – N° de l’invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l’acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**FORM 6 - LIST OF NAMES FORM**

In accordance with Part 5, Article 5.3, (A) – Integrity Provision – List of Names, please complete the Form below.

<b>Complete Legal Name of Company</b>	
<b>Company’s address</b>	
<b>Company’s Procurement Business Number (PBN)</b>	
<b>Solicitation number</b>	
<b>Board of Directors (Use Format – first name last name)</b>	
<b>Or put the list as an attachment</b>	
<b>1. Director</b>	
<b>2. Director</b>	
<b>3. Director</b>	
<b>4. Director</b>	
<b>5. Director</b>	
<b>6. Director</b>	
<b>7. Director</b>	
<b>8. Director</b>	
<b>9. Director</b>	
<b>10. Director</b>	
<b>Other members</b>	

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

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<b>Comments</b>
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<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## FORM 7 - ELECTRONIC PAYMENT INSTRUMENTS

*As indicated in Part 3, clause 3.5(f), the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

<b>Solicitation No. – N° de l'invitation</b> 24062-180627/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 138XL
<b>Client Ref. No. – N° de réf. De client</b> 24062-180627	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**APPENDIX B to ANNEX E – Supply Chain Security Information (SCSI) Vendor Submission Form**

**Part A – Bidder Information**



PART A - BIDDER INFORMATION	
<b>Procurement Name:</b>	
<b>Date submitted:</b>	
<b>Solicitation Number:</b>	
<b>Bidder Name:</b>	
<b>Bidder DUNS Number:</b>	

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

**Part B – Price List**  
Example IT Product List

Item	OEM Name	OEM DUNS Number	Product Name	Model / Version	Product URL	Vulnerability Information	Contractor Name	Contractor DUNS Number	Contractor URL	Additional Information
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

**Part C – Ownership Information**

Example Ownership Information

Use this form only for OEM and Contractors that do not have a DUNS number

Item	OEM or Contractor name	Ownership	Investors	Executives	Country / Nationality	Corporate website link
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Solicitation No. – N° de l'invitation 24062-180627/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 138XL
Client Ref. No. – N° de réf. De client 24062-180627	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

## Part D – HELP

## Part E – EXAMPLE IT PRODUCT LIST

## Part F – EXAMPLE OWNERSHIP INFORMATION

OEM or Contractor name	Ownership	Investors	Executives	Country / Nationality
newkid software	Mr. A (60%)			Canada
newkid software	Ms. B (30 %)			France
newkid software	Mr. C (10%)			United States
newkid software		Company A (10%)		United States
newkid software		Company B (9%)		China
newkid software		Company C (8%)		South Korea
newkid software		Company D (5%)		Canada
newkid software		Company E (5%)		Spain
newkid software			Mr. A	Canada
newkid software			Ms. B	France
newkid software			Mr. Q	Portugal